

Governor Brian Sandoval  
*Chairman*

James R. Wells, CPA  
*Clerk of the Board*



Attorney General Adam Paul Laxalt  
*Member*

Secretary of State Barbara K. Cegavske  
*Member*

## STATE OF NEVADA BOARD OF EXAMINERS

209 E. Musser Street, Room 200 / Carson City, NV 89701-4298  
Phone: (775) 684-0222 / Fax: (775) 684-0260  
<http://budget.nv.gov/Meetings>

### PUBLIC MEETING NOTICE AND AGENDA

**Date and Time:** July 10, 2018, 10:00 AM

**Location:** Old Assembly Chambers of the Capitol Building  
101 N. Carson Street  
Carson City, Nevada 89701

**Video Conference Location:** Grant Sawyer Building  
555 E. Washington Avenue, Ste. 5100  
Las Vegas, Nevada 89101

### AGENDA

1. **Call to Order / Roll Call**
2. **Public Comment** (No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically included on an agenda as an action item)
3. **Approval of the June 19, 2018 Minutes** (For possible action)

**4. Discussion and Possible Adoption of Proposed Regulation as Identified in LCB File No. R034 – 18** (For possible action)

Pursuant to NRS 223B.060, the Board will review the proposed regulation, which is identified in LCB File No. R034 – 18 and approved by the Legislative Counsel, before possibly adopting the proposed regulation. The proposed regulation defines and clarifies the sample procedures and post – audit techniques that the Board will utilize in determining the correctness of claims for payment from the State Treasury.

**5. Request to Purchase State Vehicles** (For possible action)

Pursuant to NRS 334.010, no automobile may be purchased by any department, office, bureau, officer or employee of the state without prior written consent of the State Board of Examiners.

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Administration – Fleet Services Division	3	\$88,095
Department of Conservation and Natural Resources – Division of Water Resources	1	\$35,292
Department of Public Safety – Highway Patrol – Highway Safety Grant Account	5	\$74,874
Department of Public Safety – Division of Investigations	3	\$94,727
<b>Total</b>	12	\$292,988

**6. Authorization to Contract with a Current and/or Former State Employee** (For possible action)

**A. Department of Public Safety – Division of Highway Patrol**

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with a former employee, Gary Foster, through Auto Return Tow Management Services to monitor tow vehicle inspections, insurance, licenses and to provide dispatch and call rotation management services.

**B. Office of the Attorney General**

Pursuant to NRS 333.705, subsection 1, the Office of Attorney General requests authority to contract with a former employee, Dale A. Stransky, owner of LCPDS, LLC, to provide professional services as an expert witness in the field of engineering. Relates to Contract Agenda Item one, Contract Number 20217.

**C. Department of Health and Human Services – Department of Child and Family Services**

Pursuant to NRS 333.705, subsection 1, the Division requests authority to contract with Alexander Brooks as a Psychiatrist for the Division and the Division of Child and Family Services at the Nevada Youth Training Center in Elko. This will be a part-time contracted position working approximately 8 - 16 hours per month from July 1, 2018 to June 30, 2022 with an option to renew for 5 one year extensions. Relates to Master Service Agreement (MSA) Agenda Item four, Contract Number 20181.

**D. Governor's Finance Office – Budget Division**

Pursuant to NRS 333.705, subsection 1, the Governor's Finance Office, Budget Division requests to contract with former employee, Janet Murphy to assist with the preparation of the Governor's Executive Budget, as needed, during the 2019 legislative session

## **7. Requests for the Allocation and Disbursement of Funds for Salary Adjustments** (For possible action)

The 2017 Legislature, through Assembly Bill 517 and Senate Bill 368, made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet salary deficiencies that may be created between the appropriated money of the State's respective departments, commissions, and agencies and the salary requirements for the personnel of those departments, commissions, and agencies. The Board of Examiners, upon recommendation of the Director of the Governor's Finance Office, may allocate and disburse amounts, from the appropriate fund, to the departments, commissions and agencies of the State for the purpose of paying personnel salary deficiencies.



The following department, commission and agency requests for allocations from the General Fund and/or Highway Fund salary adjustment accounts are recommended by the Director of Finance:

<b>BA#</b>	<b>BUDGET ACCOUNT NAME</b>	<b>GENERAL FUND ADJUSTMENT</b>	<b>HWY FUND ADJUSTMENT</b>
	<b>Department of Conservation and Natural Resources</b>		
4150	Administration	\$10,718	
	<b>Total</b>	<b>\$10,718</b>	
	<b>Department of Corrections</b>		
3706	Prison Medical Care	\$512,000	
3710	Director's Office	\$382,799	
3711	Correctional Programs	\$75,000	
3716	Warm Springs Correctional Center	\$12,000	
3717	Northern Nevada Correctional Center	\$602,043	
3722	Stewart Conservation Camp	\$32,249	
3738	Southern Desert Correctional Center	\$532,409	
3739	Wells Conservation Camp	\$25,511	
3748	Jean Conservation Camp	\$10,000	
3751	Ely State Prison	\$669,876	
3761	Florence McClure Women's Correctional Center	\$326,471	
3762	High Desert State Prison	\$1,110,399	
	<b>Total</b>	<b>\$4,290,757</b>	
	<b>Nevada System of Higher Education</b>		
3005	Nevada State College	\$99,552	
2982	University of Nevada, Reno – School of Medicine	\$588,445	
	<b>Total</b>	<b>\$687,997</b>	

**8. Request for Approval to Join or Use Other Government's Contract**  
(For possible action)

**Governor's Office of Economic Development**

Pursuant to NRS 332.195 the agency requests approval to enter into a Joinder Contract to utilize the City of Henderson's contract with the Abbi Agency to provide a marketing plan.

**9. Approval of Proposed State Administrative Manual Changes**  
(For possible action)

Additions, revision and deletions to the following chapters of the State Administrative Manual (SAM) are hereby submitted to the Board of Examiners for approval, pursuant to NRS 353.040:

3000 – Grant Requirements

**10. Approval of Proposed Leases** (For possible action)

**11. Approval of Proposed Contracts** (For possible action)

**12. Approval of Work Plan** (For possible action)

**13. Approval of Proposed Master Service Agreements** (For possible action)

**14. Information Item – Clerk of the Board Contracts**

Pursuant to NRS 333.700, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Attached is a list of all applicable approvals for contracts and amendments approved from May 22, 2018 through June 18, 2018.

**15. Public Comment** (No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically included on an agenda as an action item)

**16. Adjournment** (For possible action)

NOTE: Items may be considered out of order. The public body may combine two or more agenda items for consideration. The public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. The public body may place reasonable restrictions on the time, place, and manner of public comments but may not restrict comments based upon viewpoint. We are pleased to make reasonable accommodations for members of the public who have disabilities and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Dale Ann Luzzi at (775) 684-0223 as soon as possible and at least two days in advance of the meeting. If you wish, you may e-mail her at [daluzzi@finance.nv.gov](mailto:daluzzi@finance.nv.gov). Supporting materials for this meeting are available at: 209 E. Musser Street, Suite 200, Carson City, NV 89701 or by contacting Dale Ann Luzzi at (775) 684-0223 or by email at [daluzzi@finance.nv.gov](mailto:daluzzi@finance.nv.gov)

**Agenda Posted at the Following Locations:**

1. Blasdel Building, 209 E. Musser Street, Carson City, NV 89701
2. Capitol Building, 101 North Carson Street, Carson City, NV 89701
3. Legislative Building, 401 N. Carson Street, Carson City, NV 89701
4. Nevada State Library & Archives, 100 North Stewart Street, Carson City, NV 89701
5. Grant Sawyer Building, Capitol Police, 555 E. Washington, Las Vegas, NV 89101

Notice of this meeting was posted on the Internet: <http://budget.nv.gov/Meetings/> and <https://notice.nv.gov>

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### MINUTES

**Date and Time:**

June 19, 2018, 10:00 AM

**Location:**

Old Assembly Chambers of the Capitol Building  
101 N. Carson Street  
Carson City, Nevada 89701

**Video Conference Location:**

Grant Sawyer Building  
555 E. Washington Avenue, Ste. 5100  
Las Vegas, Nevada 89101

**MEMBERS PRESENT:**

Governor Brian Sandoval  
Attorney General Adam Paul Laxalt – Present in Las Vegas  
Secretary of State Barbara Cegavske – Present in Las Vegas  
James Wells, Clerk

**OTHERS PRESENT:**

Rebecca Salazar, Programs Officer 3, Victims of Crime Program  
Michelle Morgando, Administrator, Hearings and Appeal Division  
Rique Robb, Deputy Administrator, Aging and Disability Services Division  
Kacey KC, Administrator, Division of Forestry  
James Dzurenda, Director, Department of Corrections  
Robin Sweet, Court Administrator, Administrative Office of the Courts  
Dominique Etchegoyhen, Deputy Director, Department of Conversation and Natural Resources  
David Peterson, Tourism and Cultural Affairs  
Dena Schmidt, Administrator, Aging and Disability Services Division  
Jeff Hagg, Administrator, Department of Administration, State Purchasing

## **1. Call to Order / Roll Call**

**Governor:** Good morning ladies and gentlemen, I will call the Board of Examiners Meeting to order. I hope everyone is having a wonderful day. All members are present. Can you hear us loud and clear in Las Vegas?

**Attorney General:** Yes, Governor.

**Governor:** Thank you.

## **2. Public Comment** (No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically included on an agenda as an action item)

**Governor:** We'll move to agenda item number 2, Public Comment. Is there any member of the public present in Carson City that would like to provide public comment to the Board? I hear and see no one. Is there anyone present in Las Vegas that would like to provide public comment to the Board?

**Secretary of State:** No, Governor.

**Governor:** All right, thank you.

## **3. Approval of the May 8, 2018 Minutes** (For possible action)

**Governor:** All right, thank you. Agenda item number 3, approval of the May 8, 2018 minutes. Have the Members had an opportunity to review the minutes and are there any changes?

**Secretary of State:** I have none and I'll make a motion to approve the minutes.

**Governor:** Thank you Madam Secretary. The Secretary of State has moved to approve the May 8, 2018 minutes. Is there a second?

**Attorney General:** I second.

**Governor:** Seconded by the Attorney General. Any question or discussion on the motion? I hear none. That motion passes 3-0.

#### **4. Department of Administration – Victims of Crime Fiscal Year 2018 3<sup>rd</sup> Quarter Report and Fiscal Year 2018 4<sup>th</sup> Quarter Recommendation**

Pursuant to NRS 217.260, Department of Administration shall prepare and submit quarterly to the Board of Examiner, for its approval, estimates of available revenue in the Fund for the Compensation of Victims of Crime, and the anticipated claim costs for the quarter. If revenues are insufficient to pay anticipated claims, the statute directs a proportional decrease in claim payments.

The 3<sup>rd</sup> quarter Fiscal Year 2018 Victims of Crime Program report states all approved claims were resolved totaling \$3,786,355.49 with \$1,891,392.09 paid out of the Victims of Crime Program account and \$1,894,963.40 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$7.3 million to help defray crime victims' medical costs.

Based on these projections, the Victims of Crime Program recommends paying Priority One, Two and Three claims at 100% of the approved amount for the 4<sup>th</sup> quarter of fiscal year 2018.

**Governor:** We'll move to agenda item number 4, Victims of Crime, Fiscal Year 2018 3rd Quarter Report and Fiscal Year 2018 4th Quarter Recommendation. Mr. Wells, good morning.

**Clerk:** Good morning Governor, Members of the Board. Pursuant to NRS 217.260, the Board of Examiners is required to estimate the available revenue and anticipated claim costs for the State Victims of Crime Program. This item includes a report on the claims paid in the 3rd quarter of Fiscal Year 2018 and a recommendation to pay Priority 1, 2 and 3 claims at 100% for the 4th quarter of Fiscal Year 2018. When this report was submitted, the Program anticipated having a reserve at the end of the 4th quarter of FY 2018 of approximately \$7.3 million after covering all of the expenses and a 45-day operating reserve. That is an increase of approximately \$2 million from the projected reserves at the end of the 3rd quarter but is still down about \$4.4 million from the first quarter projected reserve of \$11.7 million.

The decrease is primarily due to the number of claims filed subsequent to the Route 91 mass casualty event on October 1st. It appears the program has begun to stabilize since the October 1st, but the fund will have a lower balance at the end of the 4th quarter then it had in the last three fiscal years. Agency representatives are still telling us that they will receive or are expecting to receive additional federal funding to offset those expenses. At this time, the \$7.3 million, I believe is a reasonable reserve for the program. There are representatives from the Victims of Crime Program to answer any questions.

**Governor:** Thank you, Mr. Wells. I think I recall that we had this conversation last meeting or the meeting before that, do we know when we will get reimbursed or that extra money will come that is associated with October 1<sup>st</sup> event?

**Clerk:** We have not heard anything yet, as to the exact date, when we will get it. I believe that the last time I heard, they were looking at coordinating the two Victims of Crimes Program, the one that's run under Department of Child and Family Services and the one under the Department of Administration into a single request. So, I believe that's been part of the delay.

**Governor:** All right, thank you. Board Members, any questions with regard to agenda item number 4?

**Secretary of State:** If I might Governor, I was just curious if there is any more thought of how many more victims might have claims.

**Rebecca Salazar:** Yes, Rebecca Salazar, Program Manager for Victims of Crime. There is still about, just under 200 injured who have not applied. We have made various efforts to reach those people. Hopefully at some point, they will apply.

Early on, the consultants that were here from the Federal Office for Victims of Crime said that traditionally, in these types of things, you get about 25% of the people who were affected apply. That would be somewhere around 6,000. As of today, we've received 4,693 applications. Hopefully we will get about 1,300 more. We have a one year deadline, there has been a lot of press releases regarding the deadline and trying to encourage people to apply. We will continue those efforts.

**Secretary of State:** Thank you, very much. I appreciate that. Thank you Governor.

**Attorney General:** I have a question.

**Governor:** All right, Mr. Attorney General.

**Attorney General:** I just wanted to hear from you guys, kind of reiterating what Mr. Wells said that you all are confident that we have enough money with the October 1<sup>st</sup> incident?

**Rebecca Salazar:** We are confident, yes. It is a decrease from the past years, but if you go back further, we always had only \$4-5 million in reserve and then we built up this big reserve. Now, it is a good thing that we did that because we have had to kind of dip into it.

**Michelle Morgando:** Michelle Morgando. It is starting to stabilize now. We had, particularly with the catastrophic claims, a large increase in payouts and then it has gradually been dropping. I think at this point, what I am approving is fairly level, each week.

**Attorney General:** Okay, great.

**Rebecca Salazar:** Primarily going forward, we are expecting just a lot of counseling, which is not a high expense.

**Michelle Morgando:** And that has a cap on the benefits as well.

**Attorney General:** Okay, great. And then, I'd like to follow-up a little on the Governor's question. Can you explain where we are in the Department of Justice reimbursement process? Like, whether we've already applied.

**Rebecca Salazar:** Yes. Mr. Wells was referring to the Victims of Crime Assistance Program. We are both filing applications, it is not necessarily a joint application, but they were submitted at the same time.

**Attorney General:** When was that filed?

**Rebecca Salazar:** It's been within the last month and a half. It's not our final draft that's been filed yet. Right now, our first draft has been submitted to the Grant Manager for review. We expect that they will kick it back with some requested edits and then we will submit the final.

**Attorney General:** And then, six months from there, you think probably?

**Rebecca Salazar:** It's hard to say, because it's brand-new. This long delay has been just gathering all the information and getting the application together.

**Attorney General:** Great, thank you. I have no other questions, Governor.

**Governor:** Thank you, Ms. Salazar. I agree with you and Mr. Wells, there is an adequate reserve there. Regardless of what the reserve is, that is what that money is for. To help these people.

**Rebecca Salazar:** Right.

**Governor:** Whether it draws it down, to me it doesn't matter how far it's drawn down as long as we're helping the victims at that horrible tragedy. In any event, that's still adequate money, for whatever may come and it's just a matter of time before we get that money from the federal government.

**Secretary of State:** I just wanted to thank the ladies for all their hard work. I know it's a difficult task but thank you very much for being there and doing this and the reports.

**Rebecca Salazar:** Thank you.

**Michelle Morgando:** Thank you, Madam Secretary.

**Governor:** Well said, Madam Secretary.



**Secretary of State:** Thanks Governor.

**Governor:** If there are no further questions or comments, the Chair will accept a motion to approve the 3<sup>rd</sup> quarter report and fiscal year 2018 4<sup>th</sup> quarter recommendation presented in agenda item number 4.

**Secretary of State:** Move for approval.

**Governor:** Secretary of State has moved for approval, is there a second?

**Attorney General:** I second.

**Governor:** Seconded by the Attorney General. Any questions or discussion on the motion? I hear and see none. That motion passes 3-0. Thank you very much.

## **5. Review and Consideration of a Victims of Crime Appeal** **(For discussion and possible action)**

### **Department of Administration – Victims of Crime Program**

Pursuant to NRS 217.117, Section 3, the Board may review the case and either render a decision within 15 days of the Board meeting: or if they would like to hear the case with the appellant present, they can schedule the case to be heard at their next meeting. The Board may affirm, modify or reverse the decision of the Appeals Officer.

**Governor:** We'll move to agenda item number 5 which is a Review and Consideration of a Victims of Crime Appeal. Mr. Wells.

**Clerk:** Thank you Governor. NRS 217 regulates the compensation for certain victims of criminal acts. Victims apply to the program and a determination is made as to whether or not the victim is entitled to compensation from the Program. A victim whose claims are denied can appeal to a Hearings Officer to have their claims reconsidered. The victim or the Clerk of the Board of Examiners may appeal the decision of the Hearings Officer to an Appeals Officer. Both the Hearings Officer and Appeals Officer processes are under the jurisdiction of the Department of Administration.

Upon the Appeals Officer's decision, NRS 217.117 Subsection 3 allows the applicant or the clerk of the Board of Examiners to appeal the decision made by the Appeals Officer to the Board of Examiners. The Board of Examiners can render a decision in the case or hold a hearing on the matter.

The item for consideration today is a review of the record of an Appeals Officer decision of an appeal by applicant Richard Cancilla III. Mr. Cancilla was notified today's meeting.

Within 15 days of today's hearing, the Board shall render its decision on the case or it may decide to hold a hearing on the matter. The Board may affirm, modify or reverse the decision of the Appeals Officer. And then, if it decides to hold a hearing, it would need to reconsider the evidence provided by both the applicant and the Victims of Crime Program within 30 days.

Ms. Morgando and Ms. Salazar are available to answer any questions on this item.

**Governor:** Thank you Mr. Wells. Ms. Salazar, Ms. Morgando, do you have any comments or statement you would like to make with regard to this agenda item?

**Michelle Morgando:** Governor, no additional statements. We rely on the decision rendered by the Appeals Officer, thank you.

**Governor:** The essence of that decision is that the Claimant was the aggressor and not a victim?

**Michelle Morgando:** That is correct.

**Governor:** Question or comments from Board Members?

**Secretary of State:** None, thank you Governor.

**Governor:** Just for purposes of the record, the Claimant's name is Richard Cancilla, C-A-N-C-I-L-L-A, III. Is Mr. Cancilla present? In either Carson City or Las Vegas?

**Michelle Morgando:** Not in Las Vegas, Governor.

**Governor:** All right. I see no reason to reverse or upset the decision of the Appeals Officer but obviously he disputes the findings of the Appeals Officer as well as the contents of the statements from other witnesses. In any event, I'm happy to hear from the other Board Members on this agenda item.

**Attorney General:** Governor, I have no concerns and would move to affirm is the proper language, move to affirm the Appeals Officer's decision.

**Governor:** The Attorney General has moved to affirm the decision of the Appeals Officer, is there a second?

**Secretary of State:** I second it, Governor.

**Governor:** Seconded by the Secretary of State. Any question or discussion on the motion? I hear and see none. That motion passes 3-0.

## 6. Request to Purchase State Vehicles (For possible action)

Pursuant to NRS 334.010, no automobile may be purchased by any department, office, bureau, officer or employee of the state without prior written consent of the State Board of Examiners.

AGENCY NAME	# OF VEHICLES	NOT EXCEED: TO
Department of Administration – Fleet Services Division	2	\$48,239
Department of Conservation and Natural Resources – Division of State Parks	3	\$221,856
<b>Total</b>	5	\$270,095

**Governor:** We'll move on to agenda item number 6, Request to Purchase State Vehicles. Mr. Wells.

**Clerk:** Thank you Governor. There are two requests for five vehicles in this agenda item 6 this morning.

The first request is from the Department of Administration, Fleet Services to purchase two replacement vehicles, one for the Division of Parole and Probation and the other for the Division of Public and Behavioral Health. Both were totaled in accidents and they will be replaced using insurance proceeds and agency reserves. This purchase is subject to the approval of a non-IFC work program.

The second request is from the Department of Conservation and Natural Resources Division of State Parks. They are requesting to purchase one replacement and two new vehicles for various parks around the State. The replacement vehicle has met the age and/or mileage requirements in SAM, and all three of these vehicles were included in the agency's legislatively approved budget.

There are representatives to answer any questions Board Members may have.

**Governor:** Thank you Mr. Wells. Before I take action on agenda item number 6, I wanted to go back to agenda item number 5, to finish the record. Was there an effort to let Mr. Cancilla know the time and date of this hearing?

**Clerk:** Yes Governor, we notified him both in writing and we talked to him on the phone and told him of the time and date of the meeting.

**Governor:** For purposes of the record. You were able to reach him and you verbally advised him of the time and date of this hearing?

**Clerk:** Yes, we did.

**Governor:** Thank you. Again for the record, Mr. Cancilla was not present in Las Vegas or Carson City. We'll move back to agenda item number 6 which is the Request to Purchase State Vehicle. Straightforward for me. Board Members, any questions with regard to agenda item number 6?

**Secretary of State:** I have none.

**Attorney General:** Move to approve.

**Governor:** Attorney General has moved to approve the request to purchase state vehicles as presented in agenda item number 6. Madam Secretary, did you say you seconded the motion?

**Secretary of State:** Yes, I do sir.

**Governor:** Okay, thank you. The Secretary of State has seconded the motion. Any questions or discussion? I hear and see none. That motion passes 3-0.

## **7. Request to Designate Positions in State Government as Critical Labor Shortages** (For possible action)

Pursuant NRS 286.523, the Administrator of the Aging and Disability Services Division (ADSD) requests the Board of Examiners designate the Physical Therapist-Pediatric classification as a "critical labor shortage" and grant a Public Employees Retirement System exception for Robbin Hickman. This designation is requested through June 30, 2020 for approximately 30 hours per week and will allow for the reemployment of qualified retired employees to fill ADSD Physical Therapist-Pediatric needs for Nevada Early Intervention Services locations, which a critical labor shortage has been appropriately identified.

**Governor:** We'll move to agenda item number 7 which is a Request to Designate Positions in State Government as Critical Labor Shortages. Mr. Wells.

**Clerk:** Thank you, Governor. Pursuant to NRS 286.523, it is the policy of the State to ensure that the reemployment of retired public employees is limited to positions of extreme need. An employer who desires to employ a retired public employee to fill a position for which there is a critical labor shortage must make the determination of reemployment based on the appropriate and necessary delivery of services to the public in an open meeting. The Board of Examiners has the authority to designate positions in State Government for which there are critical labor shortages.

In determining whether to designate a position as a critical labor shortage, the Board is to consider and make findings on the efforts made to fill the positions through other means, the turnover rate for the position, the number of openings and number of qualified candidates, the length of time the positions have been vacant, any special circumstances,

education or experience requirements for the positions and the history and success of recruitment efforts.

There is one request for a designation of critical labor shortage in this agenda item, and should the Board approve the designation, it can delegate to the Clerk the notice requirement to PERS and I will work with the Departments to insure it is submitted timely.

This request is from the Department of Health and Human Services, Aging and Disability Services Division to designate the Physical Therapist for Pediatric classification as a critical labor shortage and grant a PERS exception for a contract with Robbin Hickman. This is an extension of the request that was approved by the Board of Examiners in March which was through June 30, 2018. This request will designate the position as a critical labor shortage through June 30, 2020.

Administrator Schmidt and her staff are available to answer any questions Board Members may have.

**Governor:** Thank you, Mr. Wells. I do have a question on this item. I am not going to question that it's a critical labor shortage and a need. My question is, the extension to June 30, 2020, for two years. Is this a position that we could not fill within the next two years?

**Rique Robb:** Rique Robb, for the record, Deputy Administrator for Aging and Disability Services Division. This has been an ongoing critical shortage for finding a physical therapist who has the actual pediatric experience. This has not been something that we've been able to fill in the past. This particular person has filled this position, but we have an upcoming retirement as well. So, it's going to continue our critical shortage. We're not just looking at this particular person as a quick-fix. It's on our long-term critical shortage.

**Governor:** Thank you, Ms. Robb. In the meantime, will you still be trying to hire a state employee to fill that position?

**Rique Robb:** Rique Robb, for the record. It's currently a contracted position. We don't currently have a state position for a physical therapist. Should that be something that we can work towards in the budget process, happy to do so, but unfortunately that has not been the case in the past. It's been a contract position, not a state employee position.

**Governor:** I understand, thank you. Are there any questions from Board Members in Las Vegas?

**Secretary of State:** Yes, thank you Governor.

**Governor:** Madam Secretary.

**Secretary of State:** Thank you. My question is, is this for statewide rural areas or does this person travel all around the State? Just kind of give me a location where this employee is?

**Rique Robb:** Of course. Rique Robb, for the record. This particular position that we are currently filling is for the rural areas. It is home-based in Carson City and will travel to Hawthorne and Lovelock, depending upon the need. Not typically going to the Southern area, but it does stay in the North but she does travel multiple locations.

**Secretary of State:** Okay. Do we have somebody in the South that fills this need?

**Rique Robb:** Yes, we do.

**Secretary of State:** Okay. So, it is really just a rural area need?

**Rique Robb:** Currently, it is just a rural area, correct.

**Secretary of State:** Okay, thank you. Thank you, Governor.

**Governor:** Any further questions? Thank you very much.

**Attorney General:** Governor, I move to approve.

**Governor:** Attorney General has moved to approve agenda item number 7. Is there a second?

**Secretary of State:** I second it, Governor.

**Governor:** Seconded by the Secretary of State. Any questions or discussion on the motion? I hear and see none. That motion passes 3-0.

**8. Recommendation Regarding the Agency's Determination to use the Emergency Provision to Contract with a Current and/or Former State Employee (For possible action)**

Pursuant to NRS 333.705, subsection 4, the Office of Attorney General seeks the Board's favorable finding regarding the Agency's determination to use the statute's emergency provision to contract with Melissa Piasecki MD PC, a current Dean with the Nevada System of Higher Education, to provide expert testimony and evaluations with lawsuits and criminal matters involving the State of Nevada. The Board of Examiners shall review the contract and notify the agency whether it would have approved the contract if it had been entered into pursuant to NRS 333.705, subsection 1.

**Governor:** We'll move on to agenda item number 8, Mr. Wells.

**Clerk:** Thank you Governor. Pursuant to Subsection 4 of NRS 333.705, an agency may contract with a current or former employee without first obtaining Board of Examiners approval if the term of the contract is for less than four months and the head of the using agency determines an emergency exists. If a using agency contracts with an individual pursuant to this exception, they must submit a copy of the contract and a description of the emergency to the Board of Examiners who shall review the contract and description of the emergency and notify the agency whether or not they would have approved the contract had it not been entered into under the emergency provision.

Item 8 is a request from the Office of the Attorney General seeking a favorable recommendation from the Board on their use of the emergency provisions to contract with a current university system employee to assist with lawsuits and other criminal matters. The Office has contracted with this employee since March 2010 to assist with various matters on a case by case basis totaling approximately 600 hours since 2010. It was recently discovered she has always been employed by the System of Higher Education, but previous contracts did not identify her as a current employee.

There are representatives available from the Office of the Attorney General to answer any questions the Board Members may have.

**Governor:** Thank you, Mr. Wells. I have no questions. Questions from Southern Nevada?

**Secretary of State:** I have none.

**Attorney General:** Governor, I think that we just wanted to make it clear that this was something that went back to 2010 and that we are trying to basically rectify this going backwards and for the future. I don't know that we need to make any further record, but I just wanted to make at least that record before we move to vote on it.

**Governor:** All right.

**Secretary of State:** I will call for the vote on 8, the recommendation regarding the agency's determination to use the emergency provision to contract with a current and/or former state employee.

**Governor:** The Secretary of State has moved to approve the recommendation regarding the Agency's determination to use the emergency provision to contract with a current and/or former state employee. Is there a second?

**Attorney General:** I second.

**Governor:** Seconded by the Attorney General. Any questions or discussion? I hear and see none. That motion passes 3-0.

**9. Authorization to Contract with a Current and/or Former State Employee** (For possible action)

**A. Department of Administration – Purchasing Division**

Pursuant to NRS 333.705, subsection 1, the Division requests authority to contract with a former correctional officer, Daniel Henson, through Allied Universal Security Services, Master Service Agreement #19049, to provide uniformed security guard services.

**B. Department of Transportation**

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with a former employee, Kenneth Oates. Diversified Consulting Services plans to utilize Mr. Oates as an Inspector Level IV on an as-needed basis in NDOT Construction Crew District III. This will be a full-time contracted position with season layoffs working from June 2018 to April 2020.

**C. Department of Transportation**

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with a former employee, Thomas Pearson. Diversified Consulting Services plans to utilize Mr. Pearson as an Inspector Level IV position on as-needed basis in NDOT Construction Crew District III. This will be a full-time contracted position with season layoffs working from June 2018 to April 2020.

**D. Department of Transportation**

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with a former employee, Mike Pendergraft. Henningson, Durham and Richardson, Inc. plans to utilize Mr. Pendergraft as an Inspector Level IV position in the Full Administration of District II Betterment Projects. This will be a full-time contracted position working forty hours per week from June 2018 to September 2019.

**E. Attorney General's Office**

Pursuant to NRS 333.705, subsection 1, the Office of Attorney General requests authority to contract with a current Dean with the Nevada System of Higher Education, Melissa Piasecki MD PC, a current Dean with the Nevada System of Higher Education, to assist with lawsuits and criminal matters. Relates to Information Contract number three, contract number 20071 and Information Contract number eight, contract number 20070.

**Governor:** We'll move on to agenda item number 9, Authorization to Contract with a Current and/or Former State Employee. Mr. Wells.



**Clerk:** Thank you Governor. Item 9 includes five requests to contract with current and/or former employees pursuant to NRS 333.705 Subsection 1.

The first request is from State Purchasing who contracts with Allied Universal Security Services through a Master Services Agreement to provide uniformed security guards to various state agencies. This request is for Allied Universal to use a former employee who retired in April to perform these services. Allied Universal also uses these employees on other contracted jobs with non-State of Nevada employers.

The second, third and fourth requests are from the Department of Transportation to allow contracted vendors to use former employees on projects awarded to those vendors. The second and third requests are for Inspector Level 4 positions on an as-needed basis in District 3. The employees retired in January 2017 and January 2018, respectively. The fourth request is for an Inspector Level 4 position on a full-time basis in District 2. This employee retired in March 2017 and was previously approved at the April 2018 Board of Examiners Meeting to fill an Inspector Level 3 position with another company. The employee states he no longer works for the company that was previously approved and has gone to work for the company listed in this item. These employees did not have any influence or authority over the contracts with the vendors.

The final request is from the Office of the Attorney General to utilize a current System of Higher Education employee to assist with lawsuits and criminal matters for both the Office as a whole and the Tort Claims Fund. The employee will be engaged on a case by case basis at a rate of \$400 per hour for the period of July 1, 2018 through June 30, 2020. This item relates to information contracts 3 and 8 under agenda item number 17.

There are representatives available from the various departments to answer any additional questions.

**Governor:** Thank you, Mr. Wells. I have no questions on agenda item number 9. Board Members, any questions?

**Attorney General:** I move to approve.

**Secretary of State:** Second.

**Governor:** The Attorney General has moved to approve and/or authorize to contract with a current and/or former state employee as presented in agenda item number 9. The Secretary of State has seconded the motion. Any questions or discussion? I hear and see none. That motion passes 3-0.

## **10. Request for a Recommendation of Approval to the Interim Finance Committee for an Allocation Amount from the Contingency Account**

(For possible action)

### **A. Department of Conservation and Natural Resources – Division of Forestry – FY 2018**

Pursuant to NRS 353.268, the Division requests an allocation of \$1,621,538 from the Interim Finance Committee General Fund Contingency Account to fund emergency response activities in Fiscal Year 2018.

### **B. Department of Conservation and Natural Resources – Division of Forestry – FY 2019**

Pursuant to NRS 353.268, the Division requests an allocation of \$2,500,000 from the Interim Finance Committee General Fund Contingency Account to replenish funds carried back from the Fiscal Year 2019 for emergency response activities in Fiscal Year 2018.

### **C. Department of Corrections**

Pursuant to NRS 353.268, the Nevada Department of Corrections requests an allocation of \$3,174,606 in Fiscal Year 2018 from the Interim Finance Committee General Fund Contingency Account to fund projected shortfalls in Personnel Services, Inmate Driven and Utility expenditure categories for the remainder of the fiscal year.

### **D. Judicial Branch – Supreme Court and Court of Appeals**

Pursuant to NRS 353.268, Nevada Judicial Branch Supreme Court and the Nevada Court of Appeals (COA) request an allocation of \$232,998 in Fiscal Year 2019 from the Interim Finance Committee General Fund Contingency Account to fund information technology projects that were unable to be completed in Fiscal Year 2018.

### **E. Department of Public Safety – Nevada Division of Investigations**

Pursuant to NRS 353.268, the Nevada Division of Investigation requests an allocation of \$8,691 from the Interim Finance Committee Highway Fund Contingency Account to cover a projected shortfall in Highway Fund authorization within the Personnel Services category for the remainder of the fiscal year.

**Governor:** We'll move to agenda item number 10. Request for Recommendation of Approval to the IFC for an Allocation Amount from the Contingency Account. Mr. Wells.

**Clerk:** Thank you, Governor. Item 10 includes four requests for positive recommendations to the Interim Finance Committee pursuant to NRS 353.268 for allocations from the General Fund Contingency Account and one request for a positive recommendation to the Interim Finance Committee for an allocation from the Highway Fund Contingency Account. The General Fund Contingency Account has approximately \$14.5 million to cover unanticipated costs for the remainder of the 2017-2019 biennium. The Highway Fund Contingency Account has a balance of approximately \$1.7 million to cover unanticipated costs for the remainder of the 2017-2019 biennium.

The first two requests are from the Forestry Division of the Department of Conservation and Natural Resources. The first is a request for \$1,621,538 to cover expected firefighting costs through the end of the fiscal year due to the unusually active Fiscal Year 2018 fire season. This is the fourth installment to fund firefighting activities for Fiscal Year 2018, including a work program for carrying back \$2.5 million in Fiscal Year 2019 appropriations; \$1.5 million in Wildland Fire Protection Program reserves; an allocation from the Statutory Contingency Account of \$1.95 million; and, an April, IFC allocation of just over \$1 million. If this request is approved by IFC, the total added to the Fiscal Year 2018 fire suppression budget account to approximately \$8.6 million.

The second request in the amount of \$2.5 million is to replenish the Fiscal Year 2019 funds carried back to provide the Division with sufficient resources to operate opening Fiscal Year 2019. The Division is expecting a large payment from the Fire Management Assistance Grant Program related to the Little Valley fire, but the timing of the payment which is subject to congressional approval is unknown at this time. Once that payment is received, we will need to work with the Division on the disposition of that payment.

The third request in the amount of \$3,174,606 is from the Department of Corrections to cover projected shortfalls in personnel services, medical costs and utilities expenses in Fiscal Year 2018.

The fourth request in the amount of \$232,998 is from the Supreme Court and the Court of Appeals to complete information technology projects in Fiscal Year 2019 where funding was not authorized in the 2017 Legislature for both years of the biennium.

The final request in the amount of \$8,691 is from the Department of Public Safety Division of Investigations from the Highway Fund to cover a projected shortfall in personnel services for Fiscal Year 2018.

If all of the General Fund allocations are approved by IFC, the General Fund Contingency Account will have approximately \$7 million to cover unanticipated costs for the remainder of the 2017-2019 biennium.

There are representatives available from the various Departments and Branches of Government to answer any additional questions Board Members may have.

**Governor:** Thank you, Mr. Wells. I see Ms. KC here. Ms. KC, I have just a couple of questions for you. Good morning. First of all, my compliments to you and everyone within the firefighters for the way they've handled the fires that we've had so far. It's been extraordinary, particularly here, south of Carson. My understanding is Smith Valley is under control?

**Kacey KC:** Yes, that's our understanding as well. 1,202 acres as of this morning.

**Governor:** Okay. Well, thank you for that as well. This is money we need to and have to spend to ensure public safety and protect the environment. Are there any other outstanding amounts that we need to be aware of as we move forward?

**Kacey KC:** Thank you Governor and Members of the Committee. For the record, Kacey KC, State Forester, Fire Warden for the Division of Forestry. The outstanding bills that we have, most of them have been worked for Fiscal Year 2017 and Fiscal Year 2018 where we have expenditures. We are currently working through, I should say, most for Fiscal Year 2018 except for the most current ones that have just happened.

We are working through cost-share agreements. Those are some of the ones we aren't sure right now if the final cost-share has been adjudicated. So some of those cost-shares change based on mapping and based on whatever happens afterwards. Those are what we're currently working through right now. They've been working tirelessly in our billing department to get all of these bills out.

As Jim had mentioned, we have been working very closely with the Federal Emergency Management Agency (FEMA). FEMA has agreed to pay us partial payments on all of our 17 Fire Management Assistance Grants (F-Mags), three of which should be coming in. The payments will be available for draw down today, it is about \$250,000.

Little Valley is in DC right now and they told that it will be coming soon but I don't know what soon means in that process. It took us about two to three weeks to get the payments for the other ones that didn't go to DC. So we are still hopeful they will come in before August but we're not sure.

**Governor:** Thank you. What is the estimated amount for Little Valley, for the reimbursement?

**Kasey KC:** It was close to a little over \$5 million.

**Governor:** So it is possible that we could see that \$5 million perhaps in the fall or even August?

**Kacey KC:** We are hopeful it comes in before the close of the fiscal year, but again, I don't know the timeframe. We haven't had many that have been over the threshold that end up in DC.

**Governor:** Thank you. Just a question for Mr. Wells, mechanically, if we get that reimbursement does that go into this fund when the money comes?

**Clerk:** That is part of the discussion that we'll need to have. Certainly, there will be discussion about replenishing both the IFC Contingency as well as the Statutory Contingency Funds for the amounts that were requested up to the amount that is available. There's also going to be some considerations of what expenses are expected in Fiscal Year 2019 and whether or not we would just be putting back in to take it back out. There will be additional discussions with the Legislative Council Bureau staff, as well as the Forestry Division, before we make that determination.

**Governor:** So, in other words, we may just leave the money with you, rather than just moving it to the IFC Contingency or this Contingency Fund because you know, God forbid that we have any more fires. If we do, we may need those resources and why have the extra steps. Is that correct, Ms. KC?

**Kasey KC:** Yes, that's correct. We are looking to have a pretty busy fire season. To date, if you wanted to have a quick update. 116 fires and 8,100 acres - that does not include Upper Colony. As I said, that would be 117. 92% have been human caused at this time. We've had a couple of lightning starts. A lot of interesting tricks happening but we've been doing a huge campaign again this year on target shooting. That's the primary one. There have been some other ones. We've worked with our partners, gone out across the state with an Interagency Prevention Team to try to ensure that this lessens over time. The fuel loads out there because of all the moisture we got and the lack of winter precipitation to knock down last year's fuels.

Luckily, we haven't gotten into large lightning starts yet, but that's probably to come. As we start to dry out we see a lot more thunder boomers starting.

**Governor:** Thank you. Again, thank you to the firefighters and everyone else who is associated with your efforts. They do an incredible job.

**Kasey KC:** Thank you. I will let them know.

**Governor:** Mr. Attorney General, Madam Secretary, do you have any questions for Ms. KC?

**Secretary of State:** No, Governor and thank you. And, thank you and all of your firefighters for what you do.

**Kasey KC:** Thank you all for your support as well.

**Governor:** That's all, thank you. I also had a couple of questions with regard to Department of Corrections. I saw Director Dzurenda is here. Director Dzurenda, did you have any statement you wanted to make prior to any questions or comments?

**Director Dzurenda:** This is James Dzurenda for the record. The only statement I wanted to make, we did work very hard at the difficult tasks of getting to this point of bringing our budget down and making sure that it was under control. We do have procedures in place for long-term planning of this budget for next season. I do believe we've made a lot of accomplishments with the help of a lot of people and a lot of agencies. I do believe this is appropriate.

**Governor:** Thank you, Director Dzurenda. I wanted to compliment you and the members of your staff. I think the last time we talked we were looking at a possible \$22 million budget overage. It's been reduced to \$3 million. That's a good thing, given that we only had \$7 million left in the contingency account. Again, my thanks for that.

I asked you this question I believe at the audit committee meeting, as a result of these cuts that it was possible that the correctional officers or the inmates would've been put in any type of danger. Obviously, that has never been the case, but I wanted to make sure that you had an opportunity to comment on that.

**Director Dzurenda:** Sure. James Dzurenda for the record again. When we started reducing some of our overtime concerns, we monitored our overtime daily, as well as the incident rates daily to see if there was any increase in incidents, increase in violence, increase of assaults, fights, those things that would represent violence increasing. We did not find any. We monitored it daily. If we did, we would've reacted quickly.

One facility had a spike in one of our point factors, which was Northern Nevada Correctional Center but that was not related to the overtime reduction. It was actually related to consolidating the state's mental health inmates and relocating them at the Northern Correction Center. This increased and changed the mission of the agency for the mental health at that location which has now since stabilized. We came into better procedures in how we were handling the mental health there. Nothing was related to what we did in our budget or overtime reduction.

**Governor:** Thank you, Director Dzurenda. My final question, the controls are in place to continue the way that you've been operating? We're not barring something unforeseen, that we would get into a deficit situation moving forward? In other words, if this is approved today, you should be able to keep it at zero moving forward?

**Director Dzurenda:** James Dzurenda for the record. That's my goal. I mean, I can't predict incidents that can create these things or medical issues that can increase, but our goal is we're going to balance a budget so that we can continue this permanently to make sure that safety/security is measured and that we have appropriate procedures in place and we don't come into a crisis situation with our budget again.

**Governor:** Thank you. The only other reason I asked that question is, we're building the new budget now and we have to know how to build that budget. Is it based on what was happening before? Is it based on what you're doing now? I know you're working closely with Mr. Wells and folks in my Office and myself in order to get that accomplished. Again, there are a lot of different considerations that are happening now, with regard to the way you're operating. I truly appreciate your hard work.

Questions from Board Members on agenda item 10C?

**Secretary of State:** No, Governor.

**Governor:** Okay, thank you gentlemen. If there are no further questions or comments with regard to agenda item number 10, the Chair will accept a motion to approve the request for recommendation of approval of the IFC Committee for an allocation amount from the Contingency Account, agenda items 10A, B, C, D and E.

**Attorney General:** Governor, before we move to approve these, I'd like to ask is there anyone from the Supreme Court that would want to talk about this agenda item? If I could ask Mr. Wells then, I know we got some information from the Court, just on Friday. Am I right in understanding that they did not want us to approve this, or have I not understood that correctly?

**Robin Sweet:** Good morning. Robin Sweet, Administrative Office of the Courts, Director. With me is Todd Myler, our Manager of Budgets and Rick Stefani, our Chief Information Officer. We do need the money. We are providing a possible alternative source for that fund. We need the money to finish the project. We either need the money from the IFC, from the Contingency Fund or we need approval to do our proposal with the Administrative Assessments.

**Governor:** So, when you say 'Administrative Assessments', what do you mean by that?

**Robin Sweet:** The Administrative Assessments are part of our funding source, for the Supreme Court. Administrative Assessments are fees that are tacked on to predominately, traffic tickets. 51% of those are provided to the Judicial Branch budget. Part of that money goes to the Supreme Court as well. The Supreme Court is funded, in part by Administrative Assessments and in part by General Fund.

And so, we believe that if we move some of the authorized but unspent Administrative Assessments forward, we could finish this project. However, if Mr. Wells' comments are that that is not an option, then we need the Contingency Fund's money.

**Governor:** Thank you, Ms. Sweet. Any other questions?

**Attorney General:** Director Sweet, I just wanted to make sure I'm being responsive to the Chief Justice. And so, I just want to make sure that we're on the same page that you all ideally want to get the IFC to approve the funding mechanism, not through the contingency account, but I want to make sure that you all are okay with us, at least voting for this today

and making sure that if that interpretation doesn't hold true, that you do have the contingency account to fall back on. Is that a position you all are comfortable with?

**Robin Sweet:** Robin Sweet, for the record. Yes sir, that's why we're bringing this forward to the contingency fund.

**Attorney General:** Okay, great. I think that ultimately, the IFC will have to make that determination. It's not something that really the Board of Examiners, as the three of us voting, can make that determination. I'm certainly in support of making sure the funds are available through the contingency account and we'll see which interpretation prevails at the IFC. I have no further questions, Governor.

**Governor:** Madam Secretary, any questions?

**Secretary of State:** No, Governor. Thank you.

**Governor:** All right, thank you very much. The Chair will accept a motion, again, to approve agenda item number 10.

**Attorney General:** Okay, I move to approve.

**Governor:** Attorney General has moved for approval, is there a second?

**Secretary of State:** I second the motion, Governor.

**Governor:** Seconded by the Secretary of State. Any questions or discussion on the motion? I hear and see none. That motion passes 3-0.

## **11. Requests for the Allocation and Disbursement of Funds for Salary Adjustments** (For possible action)

The 2017 Legislature, through Assembly Bill 517 and Senate Bill 368, made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet salary deficiencies that may be created between the appropriated money of the State's respective departments, commissions, and agencies and the salary requirements for the personnel of those departments, commissions, and agencies. The Board of Examiners, upon recommendation of the Director of the Governor's Finance Office, may allocate and disburse amounts, from the appropriate fund, to the departments, commissions and agencies of the State for the purpose of paying personnel salary deficiencies.

The following department, commission and agency requests for allocations from the General Fund and/or Highway Fund salary adjustment accounts are recommended by the Director of Finance:



BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
	<b>Department of Public Safety</b>		
3743	Nevada Division of Investigations		\$8,612
	<b>Total</b>		<b>\$8,612</b>
	<b>Nevada System of Higher Education</b>		
2980	University of Nevada, Reno	\$3,400,865	
2987	University of Nevada, Las Vegas	\$4,565,294	
3011	College of Southern Nevada	\$1,866,952	
3005	Nevada State College	\$278,198	
3018	Truckee Meadows Community College	\$296,183	
3002	University of Nevada, Las Vegas – Dental School	\$274,657	
2988	University of Nevada, Las Vegas – Intercollegiate Athletics	\$31,257	
2992	University of Nevada, Las Vegas – Law School	\$144,558	
3001	University of Nevada, Las Vegas – Statewide Programs	\$32,710	
3004	Business Center North	\$21,845	
3014	University of Nevada, Las Vegas – School of Medicine	\$266,550	
	<b>Total</b>	<b>\$11,179,069</b>	
4204	<b>Tahoe Regional Planning Agency</b>	\$18,216	
	<b>Total</b>	<b>\$18,216</b>	
	<b>Department of Tourism</b>		
2601	Stewart Indian School Living Legacy	\$3,041	
	<b>Total</b>	<b>\$3,041</b>	

**Governor:** We'll move on to agenda item number 11, Request for the Allocation and Disbursement of Funds for Salary Adjustments. Mr. Wells.

**Clerk:** Thank you Governor. Sections 4, 5, 6 and 7 of AB 517 and Sections 2, 3, 4 and 5 of SB 368 from the 2017 Legislative Session appropriated Salary Adjustment funds to the Board of Examiners to cover vacancy salary savings that are built into agency budgets as well as the 3% cost of living adjustments that were effective July 1, 2017 and were not included in agency salary budgets.

An agency whose actual salaries exceed their budgeted amount due to the vacancy savings or the cost of living adjustments are allowed to request salary adjustment dollars from the Board of Examiners. This item requests access to those funds by the Department of Public Safety Division of Investigations to cover the cost of the Cost of Living Allocations (COLA) in the amount of \$8,612 in Highway Funds.

There are various institutions and accounts within the System of Higher Education to cover vacancy savings and the cost of the cost of living adjustments in the amount of \$11,179,069 in Higher Education General Funds; the Tahoe Regional Planning Agency is covering one-time bonuses pursuant to Section 13 of AB 517 and Section 9 of SB 368 in the amount of \$18,216 in General Funds; the Department of Tourism and Cultural Affairs, Stewart Indian School, Living Legacy Account to cover the cost of the COLAs in the amount of \$3,041 in General Funds.

There is a typo on Page 6, about two-thirds of the way down the page; Budget Account 3004 is actually Business Center South, not Business Center North.

**Governor:** All right, thank you Mr. Wells. My only question for purposes of the record is both expected and budgeted for, correct?

**Clerk:** That's correct, Governor. And actually, this is pretty light, so far. I mean, most of the agencies have been covering their salary adjustment dollars within their means. We expect to see some more in July and potentially some more in August. So far, we have not seen even as much as we would've expected.

**Governor:** Thank you. Questions from Board Members with regard to agenda item number 11?

**Attorney General:** Mr. Wells, I have one question. The first line item Budget Account 3743 for NDI, is that the same allocation that we just approved for agenda item 10E or are those two separate contingencies?

**Clerk:** It is one overage being funded by two different means. The salary adjustment dollars are limited for each budget account, so this particular budget account is limited in salary adjustment dollars to the \$8,612. Their shortfall is almost \$17,000, hence the need for the additional \$8,000 from the Contingency Fund.

**Attorney General:** Okay, thank you.

**Secretary of State:** Governor?

**Governor:** Yes, Madam Secretary.

**Secretary of State:** Thank you. I have a disclosure on agenda item number 11. If I could do that now.

**Governor:** Yes.

**Secretary of State:** Okay, thank you. Request for Allocations and Distribution of the Funds for the Salary Adjustments is the area. I, as the Secretary of State, am a Board Member of Tahoe Regional Planning Agency (TRPA) and I did approve the budget when we last met for the 2019-2020. I do not believe that the independence of judgment of a reasonable person in my situation would be materially affected based on the nature of my relationship with TRPA, I am not going to recuse from voting on agenda item number 11. I now ask our Board Counsel if that disclosure is satisfactory under NRS 281A.

**Caroline Bateman:** And to clarify, Madam Secretary, that's 11C?

**Secretary of State:** C, yes.

**Caroline Bateman:** As to form, Madam Secretary that is appropriate.

**Secretary of State:** Thank you.

**Governor:** Thank you, Madam Secretary. So, if there are no further questions or comments, the Chair will accept a motion to approve agenda item number 11, with the amendment to Budget Account 3304, which should read Business Center South.

**Attorney General:** I move to approve.

**Secretary of State:** I'll second.

**Governor:** The Attorney General has moved for approval. The Secretary of State has seconded the motion. Any questions or comments on the motion? I hear and see none. That motion passes 3-0.

## **12. Approval of Master Lease Agreements (For possible action)**

### **Department of Administration – Division of Enterprise Information Technology Services**

The Division seeks approval for the Fifth Amendment to the existing master lease agreement with International Business Machines. This amendment extends the termination date from November 30, 2021 to May 31, 2022 and increases the maximum amount from \$10,425,914.54 to \$11,717,676.30 due to the purchase/lease of hardware and hardware maintenance and services for the mainframe server.

**Governor:** We'll move on to agenda item number 12, which is Approval of Master Lease Agreements. Mr. Wells.

**Clerk:** Thank you, Governor. Item 12 is a request from the Department of Administration Enterprise IT Services Division to amend a master lease agreement with International Business Machines (IBM) for mainframe storage equipment, software and services. This amendment would increase the cost by \$1,291,762 due to the addition of hardware and hardware maintenance for the mainframe server. There are representatives from the Division available to answer any questions Board Members may have.

**Governor:** Thank you, Mr. Wells. I have no questions. Board Members, any questions with regard to agenda item number 12?

**Secretary of State:** I have none, I'll move for approval.

**Governor:** Secretary of State has moved to approve.

**Attorney General:** I second.

**Governor:** The Attorney General has seconded the motion, any questions or discussion on the motion? I hear and see none. That motion passes 3-0.

### **13. Request for a Specific Travel Policy Change** (For possible action)

#### **Department of Conservation and Natural Resources**

Pursuant to NRS 281.160 the Department of Conservation and Natural Resources, requests approval of a department specific travel policy which includes an employee per diem rate for camping and use of personal aircraft for state business for the convenience of the employee.

**Governor:** We'll move to agenda item 13, Request for a Specific Travel Policy Change. Mr. Wells.

**Clerk:** Thank you, Governor. Pursuant to Subsection 6 of NRS 281.160, the Department of Conservation and Natural Resources is seeking approval from the Board of Examiners to update their travel reimbursement policy which includes travel reimbursement rates that are less than the U.S. General Services Administration rates used generally for state employees. For those employees who work in the field for several days or weeks at a time, the Department is proposing a camping gear reimbursement allowance to cover all personally owned gear and camping equipment, as well as any campground fees paid by the traveler. The requested rate is \$40 per night for all personal gear and campground fees and is a flat rate for any location. Meals would still be reimbursed at the GSA standard non-surveyed rate for employees in camping status.

The proposed policy also includes a provision for use of personal aircraft at a rate not to exceed the cost of a commercial flight along with appropriate proof of insurance to Risk Management prior to the use of a personal aircraft.

Representatives from the Department, I believe, would like to make a revision to the section on use of personal aircraft and are available to answer any other questions the Board Members may have.

**Secretary of State:** Governor? If you have something, go ahead.

**Governor:** Yes, just before I take your question, Madam Secretary, there is a representative who has a comment on the use of personal aircraft, the language contained therein. Good morning sir.

**Dominique Etchegoyhen:** Good morning. For the record, Dominique Etchegoyhen, Deputy Director for the Department of Conservation and Natural Resources. For the record, we're not wedded to the language that is included here. We only included it at the direction of the State Administrative Manual, Section 0206, which does list a number of issues that should be addressed by the Department.

So, we don't have anybody currently looking to make use of this particular reimbursement for the use of personal aircraft, but given the concern that has been raised, we certainly understand the optics. To clarify, we would suggest adding language that states, *under no circumstances may reimbursement for use of personal aircraft exceed the cost of the commercial air alternative or the travel expenses the employee otherwise would have incurred while traveling by State vehicle on State business.*

**Governor:** Thank you, Mr. Etchegoyhen. I was curious if we had state employees who owned their own personal aircraft.

**Dominique Etchegoyhen:** We don't currently, but I've done some research and found out that within maybe the last 10 years, we did have employees that used personal aircraft and I think that's probably why the State Administrative Manual directed the individual departments to address this issue.

**Governor:** And just mechanically, I would imagine they wouldn't use that personal aircraft to fly out of state, so how would you determine a commercial rate flying from say, Carson City to Austin?

**Dominique Etchegoyhen:** That's a good question and it's something that we have asked the pilot for the state airplane. We found out that we could fly to other locations, other than Elko and Las Vegas. He instructed us that he's got a calculation and unfortunately, I don't know what that calculation is, to determine what a commercial rate might have been, going to somewhere like Panaca. We thought that there would be a calculus there that we could use in this instance or we could fall back on what the cost would've been to drive the mileage using a state vehicle and all associated costs there. We have not created that calculus.

**Governor:** Thank you, Mr. Etchegoyhen. Madam Secretary, did you have a question?

**Secretary of State:** I do, thank you very much. Help refresh my memory, Mr. Wells, but I thought we had been talking about this whole number 13, about camping and paying for that. Did they raise the rate and/or did we add aircraft? I thought we'd already approved something along these lines about reimbursement for camping. Am I wrong?

**Clerk:** No Madam Secretary, you're exactly correct. We've approved almost an identical policy for the Department of Wildlife and the Minerals Commission. Each Agency has to have their own travel policy.

**Secretary of State:** Okay, thank you.

**Governor:** Thank you. Any further questions or comments? And, Mr. Etchegoyhen, have you provided your proposed language to Mr. Wells or the Secretary so we can have that as part of the record?

**Dominique Etchegoyhen:** I have not, but I will.

**Governor:** Okay, thank you. All right, if there are no further questions or comments, the Chair will accept a motion to approve the request for a specific travel policy change with the amendment supplied by Mr. Etchegoyhen, on the use of personal aircraft.

**Secretary of State:** Governor, I'll make the motion but I do have just a question that came to mind for Mr. Wells, if I might. Did the other policies have aircraft in them because I do know that time has a lot to do with the aircraft instead of driving and location, but I wondered if the other policies have aircraft in them as well or is it just this one?

**Clerk:** Not all agencies have use of personal aircraft; however, there are several other agencies who have addressed that in their policy. I believe that the Department of Agriculture has a use policy for personal aircraft. I believe that the Department of Wildlife also has one. Offices like ours do not. So, it just kind of depends on the various offices around the State.

**Secretary of State:** Okay, thank you. And my motion stands.

**Governor:** Thank you. The Secretary has moved to approve agenda item number 13, again with the amendment on the provision regarding personal aircraft as supplied by Mr. Etchegoyhen, is there a second?

**Attorney General:** I second.

**Governor:** Seconded by the Attorney General. Any questions or discussion on the motion? There are none. That motion passes 3-0. Thank you.

**14. Approval of Proposed Leases (For possible action)**

**Governor:** Agenda item number 14, Approval of Proposal Leases, Mr. Wells.

**Clerk:** Thank you Governor, there are five leases in agenda item 14 for approval by the Board this morning and no additional information has been requested by any of the Members.

**Governor:** Thank you, Mr. Wells. I have no questions, Board Members, any questions on agenda item number 14?

**Attorney General:** No Governor, I move to approve.

**Governor:** Attorney General has moved to approve the proposed leases presented in agenda item number 14. Is there a second?

**Secretary of State:** I second it, Governor.

**Governor:** Seconded by the Secretary of State. Any questions or discussion? There are none. That motion passes 3-0.

**15. Approval of Proposed Contracts (For possible action)**

**Governor:** We'll move to agenda item number 15, Approval of Proposed Contracts. Mr. Wells.

**Clerk:** There are 77 contracts in agenda item 15 for approval by the Board this morning. Contracts 5, 25, 29 and 47 are contingent upon approval of work programs at the Interim Finance Committee meeting tomorrow. Contract 28 is contingent upon approval of an extension to the underlying contract between the vendor and Chicago Public Schools. Contract #63 between the Department of Corrections and the Office of the Attorney General has the wrong description. The actual contract description should read: this is a new interlocal contract to provide for the Automated Victim Information and Notification System (VINE). The public safety entities that utilize this system will cost-share with the Office of the Attorney General. All other information in that contract is correct.

Members requested additional information on the following: Contract #20 between the Department of Tourism and Cultural Affairs and Fahlgren, Inc. Contracts #35 and 36 between the Department of Health and Human Services, Division of Aging and Disability Services and the Center for Autism and Behavior Analysis, LLC and Summit Autism Services, LLC.

**Governor:** Thank you, Mr. Wells. Do we have a representative from the Department of Tourism with regard to Contract 20? Good morning Mr. Petersen. This is a big number contract, so if you would give an idea of what it includes and perhaps—I was hoping you

would bring one of those books you passed out the other day which was really good. Please proceed.

**David Peterson:** Thank you Governor, Members of the Board. For the record, David Peterson, Interim Director of Tourism and Cultural Affairs. With me today is our Interim Deputy Director, Brenda Nebesky. Thank you for the opportunity to walk you through what an advertising spend looks like domestically. What I'm going to do is talk you through what we're proposing for fiscal year 2019, just to give you an idea of how that \$8 million is spent.

We're going to be doing broadcast spot television. Those are market specific dollars that are going to go into our primary markets, Los Angeles, San Francisco, Phoenix and Salt Lake City. About \$3.1 million. In addition, we'll be doing digital ads, banner ads and rich media on advertisers such as Ad Parlor, Omnivert and Pandora. Those will be in our primary markets, as well as our secondary markets like Boise, Dallas, Portland, Sacramento and San Diego. About \$1.8 million will be allocated towards those digital ads. We also will be doing some online travel agency, OTA partnerships, with entities like Priceline, Expedia and Trip Advisor. Those will be in our primary, plus those secondary markets I previously mentioned. Just over \$1 million will be allocated to those partnerships.

Also, and this is something that we're really focusing on as paid content partnerships, with entities like Matador, Sojourn and Atlas Obscura. We'll be in those primary markets plus the secondary markets I mentioned. Just under \$700,000 we're allocating for those particular buys.

We'll have some broadcast spots on a national level. About \$600,000 through the Travel Channel and Integrated Network. We'll also be doing print ads in Lonely Planet and Outside, those types of magazines. About \$450,000 we're allocating towards those print ads.

In addition, we'll be spending about \$250,000 on web streaming video ads, on like a Hulu as an example. Again, that would be with our primary and our secondary markets. And, about \$124,000 on Search through Bing.

That comprises our \$8 million. What I would like to point out too, through the process of contracting with Fahlgren, we're only paying a 4% commission, so a little over \$300,000, about \$308,000. In the past, we've paid upwards of 15% commissions and we did receive bids during this process with commission rights as high as 12%. I think 4% is great because we're able to invest more money back into the ads themselves and those different channels and mediums.



The other thing we are doing moving forward is with Always On strategy, where we're running ads 12 months a year. We're really competing for visitors now, year-round, instead of doing specific ad campaigns in the fall or winter, spring and summer and with that, the Always On strategy really allows us to respond in a real-time manner to the different markets that we're in as well as with our own creative. We can optimize those media buys on a monthly basis.

That's kind of a breakdown on how that \$8 million is being spent.

**Governor:** Thank you. Is Fahlgren new or didn't they have the account before?

**David Peterson:** For the record, David Peterson. Yes, we're currently under contract with Fahlgren right now.

**Governor:** Just for the fun of it, what's the theme? Is it going to continue to be the "Don't Fence Me In" type of theme?

**David Peterson:** For the record, David Peterson. Yes, we plan to continue forward with the "Don't Fence Me In" theme. We're really going to focus and emphasize Travel Nevada as we move forward. But yes, the "Don't Fence Me In" theme will still be current and moving forward.

**Governor:** All right, thank you. Board Members, any questions with regard to this contract?

**Secretary of State:** No, Governor.

**Governor:** Okay, keep up the good work. Thank you.

**David Peterson:** Thank you.

**Governor:** All right. We'll move to contracts 35 and 36. Department of Health and Human Services. Good morning again. The purpose of my—I asked for these contracts to be held out. I have a lot of concern with regard to the autism population and there has been conversations that the wait list has started to grow. My understanding is that these two contracts will hopefully go toward trying to decrease that wait list. If you would give me and the Board Members an idea of where we are and where we're going, I'd appreciate it, thank you.

**Dena Schmidt:** Thank you, good morning Governor and Members of the Board. Dena Schmidt, Administrator for Aging and Disability Services. With me, I have Rique Robb, our Deputy Administrator and Melissa Lewis, our Administrative Service Officer. These are two new contracts for new providers to provide applied behavioral analysis services to children. We have increased our number of providers. I think at the close of last session, the intent was for us to increase. We were at 31 and we're now at 53. This will bring us to 53, along with some of the providers that are going through the RFQ process. We do anticipate finally being able to look at that wait list.

We are also looking to transition a lot of our providers to direct service or direct billing with Medicaid, which will allow the State General Fund dollars to go to those kids that don't have access to services. We do anticipate in this next fiscal year, to start to decrease that wait list.

**Governor:** Wonderful. Thank you. So, when you say 'decrease it', do you know what the number on the wait list is now? Ms. Robb.

**Rique Robb:** Rique Robb, for the record. Our current case load is 668 children and our current wait list is, as of May 31<sup>st</sup>, is 519. There has been a shift on that wait list based on, children who would be receiving managed care coverage and they were on our wait list and were working with those individuals to receive managed care. Those have actually been removed from the wait list, so you'll actually see a decrease based on the Managed Care Organization (MCO) children being removed from the wait list.

**Governor:** So, there will be a double benefit here. So, we'll see a decrease as a result of the managed care, also a decrease as a result of approval of these contracts?

**Rique Robb:** Rique Robb, for the record. Correct.

**Governor:** And, do you know how far we'll go?

**Rique Robb:** So, what our initial plan is for those two providers that will be, hopefully approved today. We are looking at 15-20 children to be able to go immediately to them. Those individuals are connecting with Medicaid to direct-bill, as well as other private providers, so we'll do a mix of that case load from the wait list. We're looking at 40 children, approximately 40 children starting from the wait list as of July 1. Then we'll phase that as those new providers, we have seven additional providers on the BOE for July. We'll phase those in as we move forward as well. As we grow the providers, the capacity grows, the wait list will decrease.

**Governor:** How many and I know you can't be too precise, but can you estimate how many those kids that each of the providers can take. So for example, if we approve seven providers, how many kids can those providers take?

**Rique Robb:** Rique Robb, for the record. At this point in time, our estimate is about 15-20 initially because of the case mix of those children, we have eight case plans that they can go within; whether it be straight ATAP, Medicaid or Fee for Service. So, we try and mix so it's not overwhelming one provider with just Medicaid or just straight ATAP. So, about 15-20. So, with those nine providers, you know, a little over 100 plus at this point is our goal.

**Governor:** Okay.

**Rique Robb:** We do plan on working with the providers. We're working with them as they are direct billing our current providers. So that's actually helping as well. There were some providers who had not been direct billing Medicaid and so we've been working directly with them. We have multiple that are actually billing directly. They're going to be able to take from that wait list as well. Doing the case mix is helping us to be able to eliminate that a little bit quicker.

**Governor:** Okay. I thank you for all of your efforts in this regard. The reason I delved a little deeper than I normally do, but as we build a budget, I know I've had this conversation at the table, at the proposed budget that this is going to continue to be a priority. I just was asking these questions to see how much we could improve with regard to the waiting list and hopefully, if there is still a balance on that waiting list, that that can be built into a budget, so that it can be addressed.

**Rique Robb:** That's our goal as well, thank you, Governor.

**Governor:** Thank you. All right, Madam Secretary, I know this is a big priority for you as well.

**Secretary of State:** Yes.

**Governor:** Madam Secretary.

**Secretary of State:** Thank you very much Governor, I really appreciate it. My concern in this arena is about the professionals and do we have specific and qualified individuals that have the skills or are we still really hunting other states to try to find people that go to school for this and education. I know we have some education issues as well. That's my big concern is having qualified people, professionals that can work with these children to help them. Are you seeing an increase, decrease or is that part of the issue of what you're discussing and the providers have issues with as well?

**Rique Robb:** Rique Robb, for the record. Our RBTs (Registered Behavioral Technician), I'm trying to think, that is, we are increasing at this point, but there have been challenges in regards to maintaining. So, with them, they have a training that they have to conduct. They have to be certified to be reimbursed. So we have been working with that population to be able to certify as many RBTs as possible to provide that direct service under the direction of a BCBA (Board Certified Behavioral Analyst). It has been an ongoing challenge. It is a pretty transient group because of the higher education that's being requested and the credentialing, but it is a group that we're working with consistently.

**Secretary of State:** Thank you for that answer. Are you working with the University systems, Community Colleges?

**Rique Robb:** Rique Robb, for the record. Currently, for an RBT, there's not a certification through the Community College or the University system. It is a 40-hour national credentialing that they have to go through. They do a 40-hour online and then they have to have direct service with observation from a BCBA. That's on the national level, that's where the credentialing piece comes in. We have been working on a local level, as well as, on maintaining the national certifications.

**Secretary of State:** And, I understand that if you are working with the university systems or the community college to help, because that's where we can get a lot of teachers and have them go for higher a degree, that's what I'm looking for. That's why I was asking about working with them or talking with them about how they can help you. We have critical needs in education and we have kids with special needs and we're not able to fill those slots. That's why I'm really concerned. Especially in the rural areas, they're having a lot of problems, but also in the big urban areas.

**Rique Robb:** Rique Robb, for the record. My apologies, Madam Secretary. Yes, we have been working with them in regards to RBCBAs, RBCABAs, in those certifications, so yes, absolutely we are in contact with them.

**Secretary of State:** Okay.

**Rique Robb:** My apologies for misunderstanding.

**Secretary of State:** That's okay, I probably didn't state it correctly. Thank you very much, ladies for all your help.

**Rique Robb:** Thank you.

**Governor:** Thank you Madam Secretary. I don't know if there's a connection here or not, but the OWINN Office, the Office of Workforce Innovation in Nevada is a possibility. Manny Lamar, who is the Director there has great relationships with the Community Colleges and the Universities and may be able to work with you all in terms of improving that pipeline.

**Dena Schmidt:** Absolutely, thank you Governor. I know that we as a Department have been working with them on many initiatives to grow different workforces where we have shortages and we will continue to do that.

**Governor:** It even may be that we scholarship people because I know that those courses don't come for free. There may be funds for that. Thank you.

**Dena Schmidt:** Thank you.

**Governor:** All right. Board Members, any other questions with regard to agenda item number 15?

**Attorney General:** Move to approve.

**Governor:** The Attorney General has moved to approve the contracts presented in agenda item number 15, is there a second?

**Secretary of State:** I second it, Governor.

**Governor:** Seconded by the Secretary of State. Any questions or discussion on the motion? I hear none. That motion passes 3-0.

**16. Approval of Proposed Master Service Agreements (For possible action)**

**Governor:** We'll move on to agenda item number 16, Approval of Proposed Master Service Agreements. Mr. Wells.

**Clerk:** Thank you Governor. There are 26 master service agreements in agenda item 16 for approval by the Board this morning. These agreements include the first replacements for the existing provider agreements that have been utilized by the Department of Health and Human Services and the Department of Employment, Training and Rehabilitation. The Purchasing Division is going to provide an overview of the new provider contract process for the members which relates to items 3, 5, 7 through 24 and 26 in agenda item 16.

**Governor:** Good morning Mr. Haag. We do have a new process and if you would be willing to share what that process is with the Board Members, thank you.

**Jeff Haag:** Thank you Governor. Good morning and good morning Members of the Board. Jeff Haag for the record, Administrator of State Purchasing. As Director Wells mentioned, on December 29, 2017, an all-agency memo was issued calling for the termination of all provider agreements in the State. That termination was due to a concern about the lack of consistency and accuracy of those contracts that were being issued to providers. As a result, State Purchasing stepped in and worked with the two agencies that were impacted by this the most, the Department of Health and Human Services (DHHS) and the Department of Employment, Training and Rehabilitation (DETR).

We assessed the current state provider agreements and we determined there were over 500 provider contracts out on the street today, representing hundreds of millions of dollars in state spending, providing dozens of services to vital citizens of the State.

We worked with DHHS and DETR in developing a two-step procurement process for these provider agreements moving forward. That first step is a Request for Qualifications (RFQ), where we identified qualifications for providers based on state and federal requirements. We facilitated this RFQ through the State's new e-procurement system, Nevada ePro which was approved in the last session.

We've engaged with over 500 vendors through that process to educate them on the RFQ and what their qualifications are and how we would vet those. That process is going very well. To date, we've engaged with over 400 providers across the State. We have 21 contracts that are up for approval today. We have over 400 that are in the process and hope to be before this Board at the July Board of Examiners meeting.

The second stage in the process is agencies who choose to use qualified providers will engage in what we've termed a service agreement with that provider. Those service agreements will outline the specific scope of work that they're engaging those folks with. The cost of those services and the term of that respective scope. Those will be negotiated with the agencies directly and those providers and will serve as the authorization for work to begin providing those critical services. We expect those service agreements to begin after approval today or assuming approval is done today.

Governor, Members of the Board, I have to take this opportunity to say thank you. This was a tremendous effort, impacting very important folks in the State, representing critical services. The effort that was done by the Governor's Finance Office, the folks at DHHS and DETR, our team at State Purchasing was really tremendous. To be able to turn the tide on over 500 contracts in a six-month period of time, realizing the services that they provide, we could not have done this without the thoughtful engagement of all those involved. A tremendous thank you to them. We're excited about the efficiencies of this new process and the services that these new agreements will provide. Not only DHHS and DETR, but through this statewide initiative, we've also opened these contracts up for our colleagues in local government and other agencies within the State that could also benefit from these services. With that, I'm happy to answer any questions that the Board may have.

**Governor:** Thank you, Mr. Haag. I have no questions but I also wanted to thank you as well. Just for the other Board Members' benefit perhaps, this is something that you already know, but it was a concern to me that hundreds of millions of dollars were moving without the benefit of at least a review by this Board. Over 500 contracts. That's not meant to sound pejorative of what was happening before. This is a big change in culture, in terms of how we were doing things. Director Whitley is here, in the audience and I wanted to acknowledge him and his team because it is a big change in culture and how you do things. I want to thank you for your cooperation in that regard.

I think it is going to be an improved system that at the end of the day is going to benefit who we all serve which are the people of the great State of Nevada. If there are anybody in the audience from DETR and any other affected agency, I want to thank you as well. It is a big change.

I know one of the policy reasons, why we did the provider agreements before is that there will not be an interruption in services to the affected constituencies, but my understanding, that won't happen. There is a process in place to continue people receiving the services that they need but it will lengthen our agendas for the Board of Examiners but at the same time, I think it's important, at last for the members of this Board, that we have the opportunity to review these contracts, along with Mr. Haag and his team over at

Purchasing, to provide a system that is fair to all. The providers, that they have an opportunity to bid on these contracts and provider services.

That's again, not a question but a comment. Mr. Haag, I wanted to thank you as well, for your leadership. Board Members, any questions or comments for Mr. Haag with regard to process?

**Attorney General:** Congratulations and I move to approve.

**Governor:** Attorney General has moved to approve the proposed master service agreements presented in agenda item number 16, is there a second?

**Secretary of State:** I'll second it and thank you Governor for doing this. I know it will take a lot more for us but I agree with you, it's worth it. Thank you.

**Governor:** The Secretary of State has seconded the motion. I'll be here for the first six months of it but it is really a much better process. So, I'm very happy with how this came out. Mr. Wells, I know you put a lot of time and effort into this and your team. So, thank you as well.

We have a motion and a second, any other questions or discussion? I hear none. That motion passes 3-0.

## **17. Information Item – Clerk of the Board Contracts**

Pursuant to NRS 333.700, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Attached is a list of all applicable approvals for contracts and amendments approved from April 17, 2018 through May 21, 2018.

**Governor:** We'll move on to agenda item number 17, Information Item, Clerk of the Board Contracts. Mr. Wells.

**Clerk:** Thank you Governor. There were 81 contracts under the \$50,000 threshold approved by the Clerk between April 17, 2018 and May 21, 2018. This item is informational only, and no additional information was requested by any of the members.

**Governor:** Thank you, Mr. Wells. I have no questions. Board Members, any questions on agenda item 17?

**Secretary of State:** The only question that I would have Governor is I just wondered how many of these contracts were for fixes that we needed at the Grant Sawyer Building, if anybody knows that or you can get it to me later.

**Clerk:** I do not believe any of these were specific to fixes for the Grant Sawyer Building. There were a few contracts in here for building and janitorial services but they were in here because we were changing the process that we go through for janitorial contracts. Those contracts are going out to bid and there needed to be extensions for several of them. I do not believe that any of the contracts were specific to Grant Sawyer.

**Secretary of State:** Okay, thank you. Thank you, Governor.

## **18. Information Item – Reports**

### **A. Statewide Quarterly Overtime Report – Fiscal Year 2018 3<sup>rd</sup> Quarter**

Pursuant to NRS 284.180, the Department of Administration, Division of Human Resource Management must prepare and submit quarterly to the Budget Division of the Office of Finance a report regarding all overtime worked by employees of the Executive Department during the quarter. The Budget Division shall transmit quarterly to the Board of Examiners the report and the analysis of the Budget Division regarding the report. The Budget Division submits the 3<sup>rd</sup> Quarter Overtime Report and analysis for Fiscal Year 2018.

### **B. Department of Conservation and Natural Resources – Division of State Lands**

Pursuant to NRS 321.5954, the Division is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the 3<sup>rd</sup> quarter of Fiscal Year 2018.

#### Additional Information:

- There was no activity to report during this quarter.

**Governor:** We'll move to agenda item 18, another Information Item. Reports on Statewide Quarterly Overtime as well as Department of Conservation and Natural Resources, Division of State Lands, Mr. Wells.

**Clerk:** Thank you Governor. There are two information reports under this agenda item.



The first report is on overtime and accrued compensatory leave for the third quarter of Fiscal Year 2018. There is a summary report that I will not read. I will say that there appears to be, after the second quarter, there appears to be some marked improvements in management of overtime for the large using agencies. I congratulate the agencies who have taken it to heart and gone back and done some real hard work on identifying and managing the overtime that is sometimes necessary, but sometimes not as necessary.

The second report is one from the Department of Conservation and Natural Resources. That is the report on lands or interest in lands transferred, sold, exchanged or leased under the Tahoe Basin Act and the Lake Tahoe Mitigation Program. There were no activities under either of those programs. I would be happy to answer any questions.

**Governor:** Thank you, Mr. Wells. I know that—I don't have a question but I just wanted to compliment again, Director Dzurenda, his efforts at Department of Corrections and his team. The decrease in the last quarter was \$4 million, which was a 69% decrease from the prior quarter. Again, I really appreciate the hard work that's gone into that.

Board Members, any questions with regard to agenda item 18A?

**Secretary of State:** None.

**Governor:** If there none, you want to continue, 18B, Mr. Wells?

**Clerk:** That is the report on the Tahoe Basin Act and the Lake Tahoe Mitigation Program. There were no activities under those programs this quarter.

**Governor:** Thank you.

**19. Public Comment** (No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically included on an agenda as an action item)

**Governor:** We'll move to agenda item 19, Public Comment. Is there any member of the public in Carson City that would like to provide public comment to the Board? I hear and see no one. Is there anyone present in Las Vegas that would like to provide public comment to the Board?

**Secretary of State:** We see no one, Governor.

**Governor:** Thank you.

**20. Adjournment** (For possible action)

**Governor:** Is there a motion to adjourn?

**Attorney General:** Move to adjourn.

**Governor:** Attorney General has moved to adjourn. Is there a second?

**Secretary of State:** I second.

**Governor:** All in favor of the motion, say aye. [ayes around] That motion passes 3-0.  
Thank you, ladies and gentleman have a great day.

**Secretary of State:** Thank you.



**STATE OF NEVADA**  
**GOVERNOR'S FINANCE OFFICE**  
**Division of Internal Audits**

209 E. Musser Street, Suite 302 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | <http://iaudits.nv.gov> | Fax: (775) 687-0145

**NOTICE OF INTENT TO ACT UPON A REGULATION**

Notice of Hearing for the Adoption  
of Regulations of the  
Governor's Finance Office – Internal Audits Division

The Governor's Finance Office – Internal Audits Division will hold a public hearing at Board of Examiners' meeting at 10:00 am, on the 10th of July of 2018, at Old Assembly Chambers of the Capitol Building, 101 N. Carson Street, Carson City, Nevada 89701. The meeting will be video conference location is the Grant Sawyer Building, 555 E. Washington Avenue, Ste. 5100, Las Vegas, Nevada 89101.

The purpose of the hearing is to receive comments from all interested persons regarding the Adoption of regulations that pertain to chapter 353 of the Nevada Administrative Code.

The following information is provided pursuant to the requirements of [NRS 233B.0603](#):

- The proposed additions will define and clarify sampling procedures and required supporting documentation when claims are examined pursuant to NRS 353.090.
- A complete copy of the revisions may be obtained by contacting the Governor's Finance Office at (775) 684 – 0222. A copy may also be viewed and/or downloaded from our website at <http://budget.nv.gov/>.
- This regulation does not have a direct economic effect on any business or the public.
- Enforcement of this regulation will not result in an increased cost.
- To our knowledge, the regulation does not overlap or duplicate the regulations of other State or local governmental agencies.
- The regulation does not establish any new fee or increase an existing fee.

Persons wishing to comment upon the proposed action of Governor's Finance Office – Internal Audits Division may appear at the scheduled public hearing or may address their comments, data, views or arguments, in written form, to Steve Weinberger,

Administrator, Division of Internal Audits, 209 E. Musser St. Suite 302, Carson City, NV 89701.

Written submissions must be received by the Governor's Finance Office – Internal Audits Division on or before July 6, 2018. If no person who is directly affected by the proposed action appears to request time to make an oral presentation, the Governor's Finance Office – Internal Audits Division may proceed immediately to act upon any written submissions.

A copy of this notice and the regulation to be Adopted will be on file at the State Library, Archives and Public Records, 100 Stewart Street, Carson City, Nevada, for inspection by members of the public during business hours. Additional copies of the notice and the regulation to be Adopted will be available at Governor's Finance Office – Internal Audits Division, 209 E. Musser Street, Suite 200, Carson City, NV 89701, and in all counties in which an office of the agency is not maintained, at the main public library, for inspection and copying by members of the public during business hours. This notice and the text of the proposed regulation are also available in the State of Nevada Register of Administrative Regulations, which is prepared and published monthly by the Legislative Counsel Bureau pursuant to NRS 233B.0653, and on the Internet at <http://www.leg.state.nv.us/>. Copies of this notice and the proposed regulation will also be mailed to members of the public at no charge upon request.

#### LIBRARIES

Battle Mountain Branch Library ~ 625 Broad Street, Battle Mountain, NV 89820  
Carson City Library ~ 900 North Roop Street, Carson City, NV 89701  
Clark County Library ~ 1401 E. Flamingo Road, Las Vegas, NV 89119  
Churchill County Library ~ 553 South Maine Street, Fallon, NV 89406  
Douglas County Library ~ 1625 Library Lane, Minden, NV 89423  
Elko County Library ~ 720 Court Street, Elko, NV 89801  
Eureka Branch Library ~ 210 South Monroe, Eureka, NV 89316  
Esmeralda County Library ~ Fourth & Crook Street, P. O. Box 430, Goldfield, NV 89013  
Green Valley Library ~ 2797 N. Green Valley Parkway, Henderson, NV 89015  
Humboldt County Library ~ 85 East 5th Street, Winnemucca, NV 89445  
Lincoln County Library ~ 63 Main Street, Pioche, NV 89043  
Lyon County Library ~ 20 Nevin Way, Yerington, NV 89447  
Mineral County Public Library ~ P. O. Box 1390, Hawthorne, NV 89415  
Nevada State Library & Archives ~ 100 N. Stewart St., Carson City, NV 89701  
Pershing County Library ~ 1125 Central Avenue, Lovelock, NV 89419  
Storey County Treasurer & Clerk's Office ~ Drawer D, Virginia City, NV 89440  
Summerlin Library ~ 1771 Inner Circle Drive, Las Vegas, NV 89134  
Washoe County Library ~ 301 South Center Street, Reno, NV 89501  
White Pine County Library ~ 950 Campton Street, Ely, NV 89301

#### GOVERNMENT AGENCIES

1. Blasdel Building, 209 E. Musser Street, Carson City, NV 89701
2. Capitol Building, 101 North Carson Street, Carson City, NV 89701
3. Legislative Building, 401 N. Carson Street, Carson City, NV 89701
4. Nevada State Library & Archives, 100 North Stewart Street, Carson City, NV 89701
5. Grant Sawyer Building, Capitol Police, 555 E. Washington, Las Vegas, NV 89101

Notice of this meeting was posted on the following websites:

<http://budget.nv.gov/Meetings/>

<https://notice.nv.gov>

<https://www.leg.state.nv.us/App/Notice/A/>

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Steve Weinberger, CPA  
Administrator

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE**

**Division of Internal Audits**

209 E. Musser Street, Suite 302 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | <http://budget.nv.gov/> | Fax: (775) 687-0145

**Explanation of Proposed Addition:** NRS 353.090 requires the State Board of Examiners to determine the correctness of certain claims for payments from the State Treasury. NRS 353.090 also requires the Board to adopt regulations providing for the use of sampling procedures and postaudit techniques for making such determinations.

The proposed addition will define and clarify sampling procedures and post audit techniques when claims are examined pursuant to NRS 353.090.

**CHAPTER 353 - STATE FINANCIAL ADMINISTRATION**

***NAC 353.090 Use of sampling procedures and postaudit techniques (NRS 353.090)***

*1. Claims shall be reviewed using judgmental sampling procedures based on a risk assessment considering, but not limited to, dollar amount and appropriateness of transactions and any other areas of concern.*

*2. Postaudit techniques include reviewing sampled claims for attributes such as:*

- (a) Supporting documentation*
- (b) Budget authority*
- (c) Compliance with state and federal guidelines*
- (d) Proper classification*

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Steve Weinberger, CPA  
Administrator

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Division of Internal Audits**

209 E. Musser Street, Suite 302 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | <http://iaudits.nv.gov> | Fax: (775) 687-0145

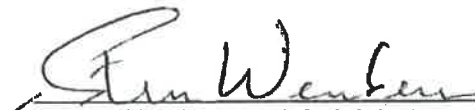
March 23, 2018

**Regulation Small Business Impact Statement**

The Governor's Finance Office, Division of Internal Audits has determined that the adoption of this proposed regulation does not impose a significant economic burden on small businesses, nor will it restrict the formation, operation, or expansion of small business.

These regulations only impact the sample selection procedures and postaudit techniques used to test transactions performed by Executive Branch agencies.

I certify that to the best of my knowledge or belief, a concerted effort was made to determine the impact of the proposed regulation on small business and that the information contained in this statement is accurate.

  
Steve Weinberger, Administrator

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Steve Weinberger, CPA  
Administrator

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Division of Internal Audits**

209 E. Musser Street, Suite 302 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | <http://iaudits.nv.gov> | Fax: (775) 687-0145

A Public Workshop was held to solicit comments from affected parties regarding changes in Regulation NAC 353 that are proposed for permanent adoption. The regulation may be considered for adoption by the approving authority, the State Board of Examiners on June 19, 2018.

**Date and Time:** April 19, 2018 at 1:00 PM

**Location:** Old Assembly Chambers  
of the Capitol Building  
101 N. Carson Street  
Carson City, Nevada 89701

**Video Conference Location:** Grant Sawyer Building  
555 E. Washington Avenue, Ste. 5100  
Las Vegas, Nevada 89101

**Attendees:**

Steve Weinberger, Administrator, Division of Internal Audits  
Lori Hoover, Executive Branch Auditor, Division of Internal Audits  
Dale Ann Luzzi, Executive Assistant, Governor's Finance Office  
Sara Bradley, Senior Deputy Attorney General, Office of the Attorney General

**Public Present:**

No Public Comments

The agenda for this meeting was posted in accordance with the Nevada Open Meeting Law and was mailed to groups and individuals as requested.

## **MINUTES**

### 1. Call to Order

**Steve Weinberger:** Good afternoon everyone, my name is Steve Weinberger Administrator for the Division of Internal Audits. Next to me is Lori Hoover, Executive Branch Auditor III. I would like to call this meeting to review proposed changes of NAC 353 to order.

### 2. Review of Proposed Changes to NAC 353:

**NAC#**

353.090

Use of sampling procedures and postaudit techniques.

**Steve Weinberger:** I see there are some attendees in Las Vegas. Does anyone have any questions? I am hearing none. We will move to Agenda Item 3, Public Comment.

### 3. Public Comment ( No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically included on an agenda as an action item)

**Steve Weinberger:** There are no attendees in Carson City; is there any public comment in Las Vegas? I am hearing none. We will move to agenda item number 4, adjournment.

### 4. Adjournment (For possible action)

**Steve Weinberger:** Thank you very much, this meeting is adjourned.



STATE OF NEVADA  
LEGISLATIVE COUNSEL BUREAU

LEGISLATIVE BUILDING  
401 S. CARSON STREET  
CARSON CITY, NEVADA 89701-4747  
Fax No.: (775) 684-6600



LEGISLATIVE COMMISSION (775) 684-6800  
JASON FRIERSON, *Assemblyman, Chairman*  
Rick Combs, *Director, Secretary*

INTERIM FINANCE COMMITTEE (775) 684-6821  
JOYCE WOODHOUSE, *Senator, Chair*  
Mark Krmpotic, *Fiscal Analyst*  
Cindy Jones, *Fiscal Analyst*

RICK COMBS, *Director*  
(775) 684-6800

BRENDA J. ERDOES, *Legislative Counsel* (775) 684-6830  
ROCKY COOPER, *Legislative Auditor* (775) 684-6815  
MICHAEL J. STEWART, *Research Director* (775) 684-6825

March 22, 2018

Vita Ozoude, CMA, CGMA, CPA, MBA  
Executive Branch Audit Manager  
State of Nevada Governor's Finance Office  
Division of Internal Audits  
209 East Musser Street, Suite 302  
Carson City, Nevada 89701

**RECEIVED**

**MAR 28 2018**

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

Re: LCB File No. R034-18

Dear Mr. Ozoude:

A proposed regulation, R034-18, of the State Board of Examiners has been examined pursuant to NRS 233B.063 and is returned in revised form.

We invite you to discuss with us any questions which you may have concerning this review. Please make reference to our file number in all further correspondence relating to this regulation.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. B. Daines".

W. B. Daines  
Senior Deputy Legislative Counsel

Eileen G. O'Grady  
Chief Deputy Legislative Counsel

Brenda J. Erdoes  
Legislative Counsel

WBD/slj  
Enclosure

**PROPOSED REGULATION OF THE  
STATE BOARD OF EXAMINERS**

**LCB File No. R034-18**

March 22, 2018

EXPLANATION – Matter in *italics* is new; matter in brackets ~~(omitted material)~~ is material to be omitted.

AUTHORITY: §1, NRS 353.090.

A REGULATION relating to state financial administration; providing for the use of sampling procedures and postaudit techniques for the examination of certain claims; and providing other matters properly relating thereto.

**Legislative Counsel's Digest:**

Under existing law the State Board of Examiners is required to determine the correctness of certain claims for payments from the State Treasury. Existing law also requires the Board to adopt regulations providing for the use of sampling procedures and postaudit techniques for making such determinations. (NRS 353.090) This regulation complies with that requirement.

**Section 1.** Chapter 353 of NAC is hereby amended by adding thereto a new section to read as follows:

*Claims presented to the State Board of Examiners pursuant to NRS 353.090 must be examined to determine their correctness using:*

*1. Sampling procedures that are established using professional judgment and based on risk assessments of the claims that involve consideration of:*

*(a) The dollar amount of the claim;*

*(b) The appropriateness of the underlying transaction; and*

*(c) Any other area of concern that is deemed to be relevant to the determination.*

*2. Postaudit techniques that examine claims selected pursuant to the sampling procedures prescribed in subsection 1 for:*

*(a) The adequacy of supporting documentation;*

*(b) The existence of budgetary authority for the underlying transaction;*

*(c) Compliance with any applicable state or federal guidelines;*

*(d) Proper classification of the claim; and*

*(e) Any other attribute of the claim that is deemed to be relevant to the determination.*

Brian Sandoval  
Governor



James R. Wells, CPA  
Director


Paul Nicks  
Deputy Director

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: June 8, 2018

To: James R. Wells, Clerk of the Board  
Governor's Finance Office

From: Heather Field, Budget Officer   
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

**DEPARTMENT OF ADMINISTRATION  
FLEET SERVICES DIVISION**

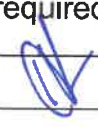
Agenda Item Write-up:

Pursuant to NRS 334.010, the Department of Administration, Fleet Services Division, requests approval to purchase three replacement vehicles in Fiscal Year 2019 for a total amount not to exceed \$88,095.

Additional Information:

The department seeks approval to purchase three replacement vehicles with use of reserves. Two vehicles from the Department of Public Safety and one vehicle from the Department of Employment, Training and Rehabilitation were involved in accidents where damages received deemed them a total loss. Work program #C43633 has been created to establish authority for this purchase.

Statutory Authority:  
BOE approval required pursuant to NRS 334.010

REVIEWED: 
ACTION ITEM: _____



**STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
FLEET SERVICES DIVISION**

750 E. King Street  
Carson City, Nevada 89701-4768  
Phone: (775) 684-1880 | Fax: (775) 684-1888  
Website: [www.fleetservices.nv.gov](http://www.fleetservices.nv.gov)

Date: June 5, 2018

To: Heather Field, Executive Branch Officer  
Governor's Office of Finance

From: Lyn Letarti, Fleet Specialist II

Subject: July BOE Agenda Item Request

Please put the attached Board of Examiners (BOE) vehicle request on the July BOE agenda. This request is to replace three totaled vehicles. These vehicles will be purchased with reserve funds.

Attachments:

- BOE vehicle purchase form
- Accident reports
- Vehicle spreadsheets
- Quotes

Board of Examiners Request for Approval to Purchase a  
State Vehicle Pursuant to NRS 334.010

<b>Agency Name:</b> Fleet Services	<b>Budget Account #:</b> 1356						
<b>Contact Name:</b> Robbie Burgess	<b>Telephone Number:</b> 775 684-1883						
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p><b>Number of vehicles requested:</b> <u>3</u>                      <b>Amount of the request:</b> <u>88,094.75</u></p> <p><b>Is the requested vehicle(s) new or used:</b> <u>new</u></p> <p><b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> Small SUV, Police Interceptor SUV's</p> <p><b>Mission of the requested vehicle(s):</b> various</p>							
<p><b>Were funds legislatively approved for the request?</b></p> <p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>	<p><b>If yes, please provide the decision unit number:</b></p> <p><b>If no, please explain how the vehicles will be funded?</b> <b>agency reserves</b></p>						
<p><b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b></p> <p><input type="checkbox"/> Addition(s)    <input checked="" type="checkbox"/> <sup>3</sup> Replacement(s)</p>							
<p><b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b></p> <p>yes where applicable</p>							
<p><b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p><b><u>Current Vehicle Information:</u></b> Vehicle #1 Model Year: _____ Odometer Reading: _____ Type of Vehicle: _____</p> <p>Vehicle #2 Model Year: _____ Odometer Reading: _____ Type of Vehicle: _____</p> <p><i>Please attach an additional sheet if necessary</i></p>	<p>Does this request meet the replacement schedule criteria pursuant to SAM 1300? If no, explain why the vehicle is being replaced.</p> <p>No. All vehicles were totaled in accidents.</p> <hr/> <p>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</p> <p>vehicles are being upgraded to Interceptor SUV's for officer safety</p>						
<p><b>APPOINTING AUTHORITY APPROVAL:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="border: none; text-align: center;">_____</td> <td style="border: none; text-align: center;">Administrator</td> <td style="border: none; text-align: center;">6/11/18</td> </tr> <tr> <td style="border: none; text-align: center;">Agency Appointing Authority</td> <td style="border: none; text-align: center;">Title</td> <td style="border: none; text-align: center;">Date</td> </tr> </table>		_____	Administrator	6/11/18	Agency Appointing Authority	Title	Date
_____	Administrator	6/11/18					
Agency Appointing Authority	Title	Date					
<p><b>BOARD OF EXAMINERS' APPROVAL:</b></p> <p><input type="checkbox"/> Approved for Purchase    <input type="checkbox"/> Not Approved for Purchase</p> <table style="width: 100%; border: none;"> <tr> <td style="border: none; text-align: center;">_____</td> <td style="border: none; text-align: center;">Date</td> </tr> <tr> <td style="border: none; text-align: center;">Board of Examiners</td> <td style="border: none;"></td> </tr> </table>		_____	Date	Board of Examiners			
_____	Date						
Board of Examiners							

Vehicle 1

Model Year	2006
Odometer reading	90236
type of vehicle	Intermediate sedan

Vehicle 2

Model Year	2007
Odometer reading	102026
type of vehicle	Intermediate sedan

Vehicle 3

Model Year	2013
Odometer reading	33487
type of vehicle	small SUV

Make	Model	Del Loc	Dealer	Options	O/Cost	I/Cost	Total		Total	QTY	Replaces	Subbro Amount
							Vehicle	Title				
Ford	Utility Interceptor	LV	Ford Country	65U, 153, 86L, 17T, 53M, 52H, 593, 55F, 76R, 17A, 16D	2,273	29,263	31,536	29.25	31,565	1		1833.00
Ford	Utility Interceptor	LV	Ford Country	65U, 153, 86L, 17T, 53M, 52H, 593, 55F, 76R, 17A, 16D	2,273	29,263	31,536	29.25	31,565	1		2014.50
Ford	Escape	Reno	Ford Country	floor mats, cargo area protector, DRL	196	24,739	24,935	29.25	24,964	1	63626	13382.50
										88,095		



**STANDARD PAGE ~ BID# 8477 POLICE VEHICLES**

[fleet@fordcountrylv.com](mailto:fleet@fordcountrylv.com)

**DEALER NAME:**Ford Country      Tom Craddock      702-558-8064

<b>Specify State's Vehicle Item Number:</b> 1.2; SUV, 4 Door;5-6 passengers (page 1)		
<b>Please provide MSRP pricing:</b> \$33,265		
<b>Specify MANUFACTURER, MODEL NAME, YEAR &amp; BODY MODEL CODE:</b>	<b>Base Price for RENO/CARSON CITY</b>	<b>Base Price for LAS VEGAS</b>
2018, Ford, Utility Police Interceptor AWD (K8A)	\$29,663.00	\$29,263.00
<b>State vehicle miles per gallon (MPG)</b> 17/23 AWD		
<b>State manufactures warranty:</b> 3yr - 36k bumper to bumper / 5yr - 60k powertrain		
<b>Specify engine size and emission rating:</b> 3.7L V6 E85 FLEX FUEL		
<b>Includes Minimum Standard Equipment Listed:</b> <input checked="" type="checkbox"/> X Yes <input type="checkbox"/> No If no, state exceptions:		
<b>Exterior Color: List available colors:</b>		
Arizona Beige, Medium Brown, Smokestone, Dark Toreador Red, Kodiak Brown, Norsesea Blue,		
Dark Blue, Medium Titanuim, Light Blue, Vermillion Red, Silver Gray, Shadow Black,		
Oxford White, Sterling Gray, Ingot Silver, Royal Blue, Blue Metallic		
<b>Seats, Cloth: List available colors:</b> Charcoal Black		
<b>GVW:</b> N/A	<b>WHEELBASE:</b> 113" <b>LENGTH:</b> 197"	

# 2018 POLICE INTERCEPTOR UTILITY STANDARD EQUIPMENT

The following items are std. 2018MY POLICE INTERCEPTOR UTILITY vehicle:

## MECHANICAL

- Alternator – 220-Amp
- Axle Ratio – 3.65 (AWD)
- Battery – H.D. maintenance-free 78A/750-CCA
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Column Shifter
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.7L V6 Ti-VCT
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 18.6 gallons
- Suspension – independent front & rear
- Transmission – 6-speed automatic

## EXTERIOR

- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding (Black)
- Deflector Plate – Undercarriage deflector plate protect the underbody, powertrain and chassis components (Standard on EcoBoost® Only)
- Door Handles – Black (MIC)
- Exhaust True Dual
- Front-Door-Lock Cylinders (Front Driver / Passenger / Liftgate – Lock cylinder repositioned into decklid appliqué trim)
- Glass – 2<sup>nd</sup> Row, Rear Quarter and Liftgate Privacy Glass
- Grille – Black
- Headlamps – LED Low Beam; Incandescent (Halogen) High Beam
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
- ★ Rear bumper step pad
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Tailgate Handle – Painted Black
- Tail lamps – LED
- Tires – 245/55R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with wheel hub cover
- Windshield – Acoustic Laminated

## INTERIOR/COMFORT

- Cargo Hooks
- Climate Control – Single-Zone Manual
- Door-Locks
  - Power
  - Rear-Door Handles and Locks Operable
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)
- Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting
  - Overhead Console with sunglass holder
  - 1<sup>st</sup> row task lights (driver and passenger)
  - Dome Lamp – 1<sup>st</sup> row (red/white)
  - 2<sup>nd</sup>/3<sup>rd</sup> row overhead map light
- Mirror – Day/night Rear View
- Particulate Air Filter
- Power-Adjustable Pedals (Driver Dead Pedal)
- Powerpoints – (2) First Row
- Rear-window Defrost
- Scuff Plates – Front & Rear

## INTERIOR/COMFORT (continued)

### • Seats

- 1<sup>st</sup> Row Police Grade Cloth Trim, Dual Front Buckets
- 1<sup>st</sup> Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)
- 1<sup>st</sup> Row – Passenger 2-way manual track (fore/aft. with manual recline)
- Built-in steel intrusion plates in both driver/passenger seatbacks
- 2<sup>nd</sup> Row Vinyl, 60/40 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track

- Speed (Cruise) Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt, Urethane wheel finish w/Silver Painted Bezels) with Speed Controls and Redundant Audio Controls
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

## SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™) w/Hydraulic Brake Assist
- Airbags, 2<sup>nd</sup> generation driver & front-passenger, side seat, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped)
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1<sup>st</sup> Row
- SOS Post-Crash Alert System™

## FUNCTIONAL

### • Audio

- AM/FM / CD / MP3 Capable / Clock / 6 speakers
- 4.2" Color LCD Screen Center-Stack "Smart Display"
- 5-way Steering Wheel Switches, Redundant Controls
- Note:** Radio does "not" include USB Port or Aux. Audio Input Jack
- Note:** USB Port and Aux. Audio Input Jack requires SYNC® (53M)

- Easy Fuel® Capless Fuel-Filler
- Front door tether straps (driver/passenger)
- Power pigtail harness
- Rearview Camera with Washer viewable in 4" centerstack – OR – Rear View Camera viewable in rear view mirror 87R (No charge option)
- Recovery Hook, Rear Only
- Simple Fleet Key (w/o microchip, easy to replace)
- Two-way radio pre-wire
- Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2<sup>nd</sup> row passenger seat floorboard)
- Windows – Rear Defroster
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

# 2018 POLICE INTERCEPTOR UTILITY EQUIPMENT GROUP

PROPRIETARY

Series	Option Code	Police Interceptor 500A	
Police Interceptor Utility AWD (incl. D&D)	K8A	S	
3.7L V6 Ti-VCT FFV with 6-Speed Automatic Transmission	99R / 44C	S	
3.5L V6 EcoBoost® – (131mph Top Speed)	99T / 44C	\$3,212	O
<b>EQUIPMENT GROUP</b>			
<b>Interior Upgrade Package</b> – 1 <sup>st</sup> and 2 <sup>nd</sup> Row Carpet Floor Covering – Cloth Seats – Rear – Center Floor Console less shifter w/unique Police console finish plate – Includes Console – Top Plate – Finish 3 (incl. 2 cup holders) – Floor Mats, front and rear (carpeted) – Deletes the standard console mounting plate (85D) <b>Note:</b> Not available with options: 67G, 67H, 67U, 85R, 96W, 96T	65U	\$381	O
<b>Front Headlamp / Police Interceptor Housing Only</b> – Pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) – Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights) <b>Note:</b> Not available with options: 66A and 67H	86P	\$122	O
<b>Front Headlamp Lighting Solution</b> – Includes base LED Low beam/Incandescent (Halogen) High beam headlamp with High Beam Wig-wag function and two (2) white rectangular LED side warning lights – Includes pre-wire for grille LED lights, siren and speaker (60A) – Wiring, LED lights included. Controller “not” included <b>Note:</b> Not available with option: 67H <b>Note:</b> Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U)	66A	\$832	O
<b>Tail Lamp / Police Interceptor Housing Only</b> – Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies) <b>Note:</b> Not available with options: 66B and 67H	86T	\$59	O
<b>Tail Lamp Lighting Solution</b> – Includes base LED lights plus two (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps – LED lights only. Wiring, controller “not” included <b>Note:</b> Not available with option: 67H <b>Note:</b> Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U)	66B	\$419	O
<b>Rear Lighting Solution</b> – Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass – Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside tip of liftgate (lights activate when liftgate is open) – LED lights only. Wiring, controller “not” included <b>Note:</b> Not available with option: 67H <b>Note:</b> LED lights only – does “not” include wiring or controller <b>Note:</b> Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U)	66C	\$443	O
<b>Cargo Wiring Upfit Package</b> – Rear console plate (85R) – contours through 2 <sup>nd</sup> row; channel for wiring – Wiring overlay harness with lighting and siren interface connections – Vehicle Engine Harness: o Two (2) light connectors – supports up to six (6) LED lights (engine compartment) o Two (2) grille light connectors o One (1) 10-amp siren/speaker circuit (engine to cargo area) – Whelen Lighting PCC8R Control Head – Whelen PCC8R Light Relay Center (mounted behind 2 <sup>nd</sup> row seat) – Light Controller / Relay Center Wiring (jumper harness) – Whelen Specific Cable (console to cargo area) Connects PCC8R to Control Head – Pre-wiring for grille LED lights, siren and speaker (60A) – Does “not” include LED lights o Recommend Police Wire Harness Connector Kits 47C and 21P <b>Note:</b> Not available with options: 65U, 67H and 67U	67G	\$1,312	O
<b>Ready for the Road Package:</b> <b>All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus</b> – Whelen Cencom Light Controller Head with dimmable backlight – Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor (mounted behind 2 <sup>nd</sup> row seat) – Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtailes – High current pigtail – Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head – Pre-wiring for grille LED lights, siren and speaker (60A) – Rear console plate (85R) – contours through 2 <sup>nd</sup> row; channel for wiring – Grille linear LED Lights (Red / Blue) and harness – 100-Watt Siren / Speaker – Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P) <b>Note:</b> Not available with options: 66A, 66B, 66C, 67G, 67U and 65U	67H	\$3,281	O

★ = New for this model year

P = Included in Equipment Group, S = Standard Equipment, O = Optional

# 2018 POLICE INTERCEPTOR UTILITY EQUIPMENT GROUP

## EQUIPMENT GROUP

(Continued)

<b>Ultimate Wiring Package</b> Includes the following: – Rear console mounting plate (85R) – contours through 2 <sup>nd</sup> row; channel for wiring – Pre-wiring for grille LED lights, siren and speaker (60A) – Wiring harness I/P to rear cargo area (overlay) o Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) o One (1) 10-amp siren/speaker circuit engine cargo area – Rear hatch/cargo area wiring – supports up to six (6) rear LED lights – Does "not" include LED lights, side connectors or controller o Recommend Police Wire Harness Connector Kits 47C and 21P <b>Note:</b> Not available with options: 65U, 67G, 67H				67U	\$538	○
<b>Police Wire Harness Connector Kit – Front</b> For connectivity to Ford PI Package solutions includes: • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector <b>Note:</b> See Upfitters guide for further detail <a href="http://www.fordpoliceinterceptorupfit.com">www.fordpoliceinterceptorupfit.com</a>				47C	\$102	○
<b>Police Wire Harness Connector Kit – Rear</b> For connectivity to Ford PI Package solutions includes: • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4 pin connectors • (1) 10-pin connector <b>Note:</b> See Upfitters guide for further detail <a href="http://www.fordpoliceinterceptorupfit.com">www.fordpoliceinterceptorupfit.com</a>				21P	\$126	○
<b>KEY EXTERIOR OPTIONS</b>						
Engine Block Heater				41H	\$88	○
License Plate Bracket – Front				153	N/C	○
<b>Lamps / Lighting</b>						
Auto Headlamp				86L	\$112	○
Dark Car Feature – Courtesy lamps disabled when any door is opened <b>Note:</b> Not available with Daytime Running Lamps (942)				43D	\$19	○
<b>Police Silent Mode</b> – When activated, courtesy lamps and Daytime Running Lamps disabled (user configurable) <b>Note:</b> Daytime Running Lamps do not disable where required by law <b>Note:</b> Requires Daytime Running Lamps (942)				43L	\$19	○
Daytime Running Lamps				942	\$42	○
Dome Lamp – Red/White in Cargo Area				17T	\$49	○
Front Warning Auxiliary LED Lights (Driver side – Red / Passenger side – Blue) <b>Note:</b> Requires 60A				21L	\$524	○
Forward Indicator Pocket Warning LED Lights – Warn, Park, Turn (Driver side – Red / Passenger side – Blue) <b>Note:</b> Requires 60A				21W	\$618	○
Front Interior Visor Light Bar (LED) – Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner. (Red/Red or Blue/Blue operation. White "take down" and "scene" capabilities) <b>Note:</b> Requires Rear Console Plate (85R). Not available with Interior Upgrade Package (65U)				96W	\$1,089	○
Pre-wiring for grille LED lights, siren and speaker				\$49	60A	○ / P-66A / P-67G / P-67H / P-67U
Rear Quarter Glass Side Marker LED Lights (Driver side – Red / Passenger side – Blue)				63L	\$552	○
<b>Rear Spoiler Traffic Warning Lights (LED)</b> – Fully integrated in rear spoiler for enhanced visibility – Provides red/blue/amber directional lighting <b>Note:</b> Requires Rear Console Plate (85R). Not available with Interior Upgrade Package (65U)				96T	\$1,380	○
<b>Side Marker LED – Sideview Mirrors (Driver side – Red / Passenger side – Blue)</b> – Located on backside of exterior mirror housing – LED lights only. Wiring, controller "not" included. <b>Note:</b> Requires 60A <b>Note:</b> Recommend using Cargo Wiring Upfit Package (67G), Ready for the Road Package (67H) or Ultimate Wiring Package (67U)				63B	\$281	○
<b>Spot Lamp Prep Kits</b>						
Spot Lamp Prep Kit, Driver Side <b>Note:</b> Does not include spot lamp housing and bulb				51P	\$136	○
Spot Lamp Prep Kit, Dual Side <b>Note:</b> Does not include spot lamp housing and bulbs				51W	\$273	○
<b>Spot Lamp – Incandescent Bulb:</b>						
Driver Only				51Y	\$209	○
Dual (driver and passenger)				51Z	\$342	○
<b>Spot Lamp – LED Bulb:</b>						
Driver Only (Unity)				51R	\$382	○

★ = New for this model year

P = Included in Equipment Group, S = Standard Equipment, O = Optional



# 2018 POLICE INTERCEPTOR UTILITY EQUIPMENT GROUP

## EQUIPMENT GROUP

**Spot Lamp – LED Bulb: (continued)**

Driver Only (Whelen)	51T	\$412	O
Dual (driver and passenger) (Unity)	51S	\$592	O
Dual (driver and passenger) (Whelen)	51V	\$647	O

**Body**

Glass – Solar Tint 2 <sup>nd</sup> Row, Rear Quarter and Liftgate Window (Deletes Privacy Glass)	92G	\$118	O
Glass – Solar Tint 2 <sup>nd</sup> Row Only, Privacy Glass on Rear Quarter and Liftgate Window	92R	\$83	O
Roof Rack Side Rails – Black	68Z	\$151	O
Deflector Plate (Standard on EcoBoost® engine)	76D	\$322	O

**VINYL WRAP OPTIONS<sup>1</sup>**

<b>Two-Tone Vinyl Package #1</b> <ul style="list-style-type: none"> <li>Roof Vinyl</li> <li>RH/LH Front-Doors Vinyl</li> <li>RH/LH Rear-Doors Vinyl</li> <li>White (YZ) Only</li> </ul> <b>Note:</b> Not available with the following options: 91C, 91D, 91E, 91F, 91G, 91H, 91J	91A	\$814	O
<b>Two-Tone Vinyl Package #3</b> <ul style="list-style-type: none"> <li>Roof Vinyl</li> <li>RH/LH Front-Doors Only Vinyl</li> <li>White (YZ) Only</li> </ul> <b>Note:</b> Not available with the following options: 91A, 91D, 91E, 91F, 91G, 91H, 91J	91C	\$673	O
<b>Two-Tone Vinyl – Roof</b> <ul style="list-style-type: none"> <li>Roof Vinyl</li> <li>White Only</li> </ul> <b>Note:</b> Not available with the following options: 91A, 91C	91H	\$479	O
<b>Two-Tone Vinyl – RH/LH Front-Doors</b> <ul style="list-style-type: none"> <li>White Only</li> </ul> <b>Note:</b> Not available with the following options: 91A, 91C, 91D, 91E, 91F, 91G	91J	\$296	O
<b>Vinyl Word Wrap – POLICE “non-reflective”</b> <ul style="list-style-type: none"> <li>White (YZ) lettering located on LH/RH sides of vehicle</li> </ul> <b>Note:</b> Not available with the following options: 91A, 91C, 91E, 91F, 91G, 91J	91D	\$775	O
<b>Vinyl Word Wrap – POLICE “reflective”</b> <ul style="list-style-type: none"> <li>Black lettering located on LH/RH sides of vehicle</li> </ul> <b>Note:</b> Not available with the following options: 91A, 91C, 91D, 91F, 91G, 91J	91E	\$775	O
<b>Vinyl Word Wrap – POLICE “reflective”</b> <ul style="list-style-type: none"> <li>White lettering located on LH/RH sides of vehicle</li> </ul> <b>Note:</b> Not available with the following options: 91A, 91C, 91D, 91E, 91G, 91J	91F	\$775	O
<b>Vinyl Word Wrap – SHERIFF “non-reflective”</b> <ul style="list-style-type: none"> <li>White lettering located on LH/RH sides of vehicle</li> </ul> <b>Note:</b> Not available with the following options: 91A, 91C, 91D, 91E, 91F, 91J	91G	\$775	O

**Wheels**

Wheel Covers (18" Full Face Wheel Cover) <b>Note:</b> Only available with the standard Police wheel, not available with 64E	65L	\$58	O
18" Painted Aluminum Wheel <b>Note:</b> Spare wheel is an 18" conventional (Police) black steel wheel	64E	\$462	O

**Audio / Video**

Rear View Camera (Includes Electrochromic Rear View Mirror – Video is displayed in rear view mirror) <b>Note:</b> This option would replace the camera that comes standard in the 4" center stack area. <b>Note:</b> Camera can only be displayed in the 4" center stack (std) "OR" the rear view mirror (87R)	87R	N/C	O
SYNC® Basic (Voice-Activated Communication System) – Includes single USB port and single auxiliary audio input jack	53M	\$288	O
Remappable (4) switches on steering wheel (less SYNC®)	61R	\$149	O
Remappable (4) switches on steering wheel (with SYNC®)	61S	\$149	O

**Doors / Locks (Select only one<sup>1</sup>)**

Hidden Door-Lock Plunger w/Rear-door handles operable <sup>1</sup>	52H	\$136	O
Hidden Door-Lock Plunger w/Rear-door handles inoperable <sup>1</sup>	52P	\$157	O / P-67H
Rear-Door Handles Inoperable / Locks Operable <sup>1</sup>	68L	\$34	O
Rear-Door Handles Inoperable / Locks Inoperable <sup>1</sup>	68G	\$34	O
Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless)	18D	N/C	O

**Windows**

Windows – Rear-window power delete, operable from front driver side switches	18W	\$24	O
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**Flooring / Seats**

1 <sup>st</sup> and 2 <sup>nd</sup> row carpet floor covering (includes floor mats, front and rear)	16C	\$121	O / P-65U
2 <sup>nd</sup> Row Cloth Seats	88F	\$59	O / P-65U
Power passenger seat (6-way) w/manual recline and lumbar	87P	\$316	O

<sup>1</sup> Options 68L, 68G, 52H and 52P not available in any combination

# 2018 POLICE INTERCEPTOR UTILITY EQUIPMENT GROUP

## EQUIPMENT GROUP

## Flooring / Seats (continued)

Front Console Plate – Delete Note: Not available with option: 67G, 67H, 67U, 85R	85D	N/C	O / P-65U
Rear Console Plate Note: Not available with option: 65U, 85D	\$34 85R		O / P-67G / P-67H / P-67U

## Keys (Note: Can be ordered with Remote Keyless-Entry – 55F; Not available with Perimeter Anti-Theft Alarm 593)

Keyed Alike – 1435x	59E	\$49	O
Keyed Alike – 1284x	59B	\$49	O
Keyed Alike – 0135x	59D	\$49	O
Keyed Alike – 0576x	59F	\$49	O
Keyed Alike – 1111x	59J	\$49	O
Keyed Alike – 1294x	59C	\$49	O
Keyed Alike – 0151x	59G	\$49	O

## Safety &amp; Security

Ballistic Door-Panels (Level III) – Driver Front-Door Only <sup>2</sup>	90D	\$1,532	O
Ballistic Door-Panels (Level III) – Driver & Pass Front-Doors <sup>2</sup>	90E	\$3,096	O
Ballistic Door-Panels (Level IV+) – Driver Front-Door Only <sup>3</sup>	90F	\$2,364	O
Ballistic Door-Panels (Level IV+) – Driver & Pass Front-Door Only <sup>3</sup>	90G	\$4,692	O
BLIS® – Blind Spot Monitoring with Cross-traffic Alert (Requires 54Z) Note: Includes manual fold-away mirrors, w/heat, w/o memory, w/o puddle lamps	55B / 54Z	\$531	O
Lockable Gas Cap for Easy Fuel® Capless Fuel-Filler	19L	\$19	O
Mirrors – Heated Sideview Note: Not required when ordering BLIS® (heated mirror is included with BLIS®)	549	\$59	O
Perimeter Anti-Theft Alarm – Activated by Hood, Door or Liftgate – Requires Key Fob (55F) Note: Cannot be ordered with Keyed-Alike options	593	\$117	O
Police Engine Idle feature – This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.	47A	\$251	O
Remote Keyless-Entry Key Fob (w/o Keypad, less PATS) – (includes 4-key fobs) Note: Available with Keyed Alike, however, key fobs are “not” fobbed alike when ordered with Keyed-Alike	55F	\$332	O
Reverse Sensing	76R	\$271	O

## Misc

Aux Air Conditioning Note: Not available with Cargo Storage Vault (63V)	17A	\$587	O
Badge Delete – Deletes the “Police Interceptor” badging on rear liftgate – Deletes the “Interceptor” badging on front hood (EcoBoost®)	16D	N/C	O
Cargo Storage Vault (includes lockable door and compartment light) Note: Not available with Aux Air Conditioning (17A)	63V	\$239	O
Scuff Guards – Protective wrap edging located on front edge of both rear-doors	55D	\$68	O
My Speed Fleet Management – Allows dealer or fleet administrator to lower the maximum vehicle speed and the maximum audio system volume using a Ford authorized IDS diagnostic service tool – Allows the VMAX speed to be set in 5mph increments (between 90 – 131 mph) Note: See Upfitter's Guide for further detail <a href="http://www.fordpoliceinterceptorupfi.com">www.fordpoliceinterceptorupfi.com</a>	43S	\$59	O
Noise Suppression Bonds (Ground Straps)	60R	\$97	O
Enhanced PTU Cooler – Power Transfer Unit – Recommended Usage: EVOC Training; Continuous / Extended Track Usage Note: This PTU Cooler is not required for day to day patrol usage Note: Requires the 3.5L V6 EcoBoost® Engine (99T)	52B	\$2,862	O
100 Watt Siren/Speaker (includes bracket and pigtail)	18X	\$292	O / P-67H

<sup>2</sup> Tested and meets the requirements of NIJ Standard 0108.01 Level III:

- 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr)

Per LAPD requirements, they're also designed to withstand special threat rounds:

- 7.62 x 39 mm MSC 7.9g (Type 56)
- 5.56 x 45 mm M193 3.36g
- 5.56 x 45mm M855 4g

<sup>3</sup> Tested and meets the requirements of NIJ Standard 0108.01 Level IV:

- .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g)

Designed to withstand special threat rounds:

- 7.62 x 54R LPS 9.65g
- 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr)

In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed in footnote 2.

★ = New for this model year

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**Claim Information**

Claim Number 2018-APD-0217  
 Driver [REDACTED]  
 Status Open  
 Coverage Auto Physical Damage  
 Loss Date 03/01/2018  
 Time Occurred 6:25 PM  
 Report Date 03/02/2018

**Contact Person**

Claim Contact Person [REDACTED]  
 Contact Person Email [REDACTED]

**Supervisor Info**

Supervisor Name [REDACTED]  
 Supervisor Title Sergeant  
 Supervisor Phone (702) 486-3051  
 Supervisor Email [REDACTED]  
 Supervisor Notified? Yes

**Reported Description**

Event Description NV DPS Officer [REDACTED] was operating a Nevada State issued vehicle plate [REDACTED] when she was impacted from the rear by NV DPS Officer [REDACTED] who was also operating a Nevada State issued vehicle plate [REDACTED]

**Driver and Vehicle Information**

Business Phone (702) 486-2409  
 Drivers License Number 1602456642  
 Drivers License State Nevada  
 Supervisor Name [REDACTED]  
 Supervisor Title Sergeant  
 Supervisor Phone (702) 486-3051  
 Supervisor Email [REDACTED]  
 Supervisor Notified? Yes

**Department Information**

Duty Location LV0025-3740-652 - PAROLE AND PROBATION-PAROLE AND PROBATION - LAS VEGAS, 215 E BONANZA RD  
 Department DEPARTMENT OF PUBLIC SAFETY  
 Agency PAROLE AND PROBATION - 652  
 Organization PAROLE AND PROBATION - 3740

18-100

**Accident Location**

Accident Street Address Jones/SR 147  
 Accident City Las Vegas  
 Accident State Nevada

**Person Completing Report**

Person Completing Report [REDACTED]  
 Title Sergeant, NVDPS/PP  
 Contact # (702) 486-3051

**Vehicle Status**

Accident Reported To NHP  
 Report # 180300081  
 Citations Issued? No  
 Damage to State Vehicle? Yes  
 Describe Damages to State Vehicle Damage to rear fender/trunk/tail lights

Is this a Fleet Services Vehicle? Yes  
 Vehicle 000136  
 VIN 1G1ZT53F66F225999  
 Vehicle Year 2006  
 Vehicle Make CHEVROLET  
 Vehicle Model MALIBU  
 Vehicle Coverage Liability and Comp & Collision  
 Vehicle Coverage LCC  
 Vehicle Tag [REDACTED]

**Other Parties Involved**

Were there other parties/vehicle involved? No  
 Were there any injured people? No  
 Were there any witnesses involved? No

**Legal Information**

**Claim Information**

Claim Number 2018-APD-0218  
 Driver [REDACTED]  
 Status Open  
 Coverage Auto Physical Damage  
 Loss Date 03/01/2018  
 Time Occurred 6:25 PM  
 Report Date 03/02/2018

**Department Information**

Duty Location LV0025-3740-652 - PAROLE AND PROBATION-PAROLE AND PROBATION - LAS VEGAS, 215 E BONANZA RD  
 Department DEPARTMENT OF PUBLIC SAFETY  
 Agency PAROLE AND PROBATION - 652  
 Organization PAROLE AND PROBATION - 3740

18-101

**Contact Person**

Claim Contact Person [REDACTED]  
 Contact Person Email [REDACTED]

**Supervisor Info**

Supervisor Name [REDACTED]  
 Supervisor Title Sergeant  
 Supervisor Phone (702) 486-3051  
 Supervisor Email [REDACTED]  
 Supervisor Notified? Yes

**Accident Location**

Accident Street Address Jones/SR 147  
 Accident City Las Vegas  
 Accident State Nevada

**Person Completing Report**

Person Completing Report [REDACTED]  
 Title Sergeant, NVDPS/PP  
 Contact # (702) 486-3051

**Reported Description**

Event Description NV DPS Officer [REDACTED] while operating Nevada State issued vehicle plate [REDACTED] impacted the back of NV DPS Officer [REDACTED] who was operating Nevada State issued vehicle plate [REDACTED]

**Driver and Vehicle Information**

Business Phone (702) 486-6928  
 Drivers License Number [REDACTED]  
 Drivers License State Nevada  
 Supervisor Name [REDACTED]  
 Supervisor Title Sergeant  
 Supervisor Phone (702) 486-3051  
 Supervisor Email [REDACTED]  
 Supervisor Notified? Yes

Is this a Fleet Services Vehicle? Yes  
 Vehicle 000239  
 VIN 1FAFP53U07A185419  
 Vehicle Year 2007  
 Vehicle Make FORD  
 Vehicle Model TAURUS  
 Vehicle Coverage Liability and Comp & Collision  
 Vehicle Coverage LOC  
 Vehicle Tag [REDACTED]

**Vehicle Status**

Accident Reported To NHP  
 Report # 180300081  
 Citations Issued? No  
 Damage to State Vehicle? Yes

Describe Damages to State Vehicle Front end damage including the hood, bumper, head lights, radiator, and various engine componets.

**Other Parties Involved**

Were there other parties/vehicle involved? No  
 Were there any injured people? No  
 Were there any witnesses involved? No

**Legal Information**



# STANDARD PAGE ~ BID# 8475 FLEET VEHICLES

[fleet@fordcountrylv.com](mailto:fleet@fordcountrylv.com)

DEALER NAME: Ford Country

Tom Craddock

702-558-8064

Specify State's Vehicle Item Number: 5.1 Sport Utility Vehicle: 4x4; 4 Door; 4-6 passengers (page 1)

Please provide MSRP pricing: \$27,950

Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
Ford, Escape, 2018 (U9G)	\$24,739.00	\$24,339.00

State vehicle miles per gallon (MPG) 22 city / 28 hwy

State manufactures warranty: 3yr - 36k bumper to bumper / 5yr - 60k powertrain

Specify engine size and emission rating: 1.5L EcoBoost I-4 Auto Start/Stop

Includes Minimum Standard Equipment Listed: ☒ X Yes ☐ No If no, state exceptions:

Exterior Color: List available colors:

Cinnamon Glaze, Lightning Blue, Magnetic, Shadow Black, White Gold,  
Oxford White, Ingot Silver, Blue

Seats, Cloth: List available colors:

Medium Light Stone/Charcoal Black

GVW: N/A

(When Applicable)

WHEELBASE: 103"

(When Applicable)

## OPTION PACKAGE PAGE ~BID# 8475 FLEET VEHICLES

[fleet@fordcountrylv.com](mailto:fleet@fordcountrylv.com)

DEALER NAME: Ford Country

Tom Craddock

702-558-8064

Specify State's Vehicle Item Number: 5.1 Sport Utility Vehicle: 4x4; 4 Door; 4-6 passengers (page 2)

Option Package Name/Code:

List Equipment Features Below:

No Option Packages Available

# ITEMIZED OPTION PAGE ~ BID# 8475 FLEET VEHICLES

Specify State's Vehicle Item Number: 5.1 Sport Utility Vehicle: 4x4; 4 Door; 4-6 passengers (page 3)

DEALER NAME: Ford Country

Tom Craddock

702-558-8064

[fleet@fordcountrylv.com](mailto:fleet@fordcountrylv.com)

DEDUCT AMOUNT

ABS Brake System	standard	\$-
Air Conditioning	standard	\$-
Cruise Control	standard	\$-
Cargo Protector	\$79	\$-
Engine Block Heater	\$32	\$-
2 Wheel Drive		(\$1,050)
SYNC Bluetooth	standard	\$-
Hitch Reciever (requires 2.0L EcoBoost)	\$470	\$-
All Weather Floor Mats	\$70	\$-
Additional Key With Fob	\$224	\$-
Cargo Area Protector	\$84	\$-
Remote Start	\$467	\$-
Power Mirrors	standard	\$-
Power Windows & Door Locks	standard	\$-
Splash Guards	\$179	\$-
Daytime Running Lamps	\$42	\$-
Interior Cargo Cover	\$126	\$-
Radio; AM/FM Stereo, CD	standard	\$-
Rear Window Wiper	standard	\$-
Seats, Cloth		
Colors: Stone/Charcoal		
		\$-
Tilt Steering	standard	\$-
Power Liftgate	\$462	\$-
Reverse Sensors	\$228	\$-
Roof Rail Crossbars	\$135	\$-
		\$-

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 1.00 per mile.

**Claim Information**

Claim Number 2018-APD-0290  
 Driver [REDACTED]  
 Status Open  
 Coverage Auto Physical Damage  
 Loss Date 05/11/2018  
 Time Occurred 1:40 PM  
 Report Date 05/11/2018  
 State at Fault? Yes  
 Claim Accepted? Yes  
 Deductible Owed 300.00

**Contact Person**

Claim Contact Person [REDACTED]  
 Contact Person Email carsonfleet@admin.nv.gov  
 Notification Emails shancock@admin.nv.gov

**Supervisor Info**

Supervisor Name [REDACTED]  
 Supervisor Title [REDACTED]  
 Supervisor Phone [REDACTED]  
 Supervisor Email [REDACTED]  
 Supervisor Notified? No

**Reported Description**

Event Description Other car hit State vehicle on front end and driver side all the way to the rear bumper. Other vehicle was in a spot where driver of state vehicle could not see it. State vehicle turned left and opposing vehicle came around another vehicle and hit state vehicle. (reported over the phone by [REDACTED] at scene of accident)

**Driver and Vehicle Information**

Business Phone (775) 684-0315  
 Drivers License State Nevada  
 Supervisor Name [REDACTED]  
 Supervisor Title ESD Program Specialist III  
 Supervisor Phone [REDACTED]  
 Supervisor Email [REDACTED]  
 Supervisor Notified? No

**Department Information**

Duty Location CC0384-4770-902 - EMPLOYMENT  
 SECURITY DIVISION-EMPLOYMENT SECURITY -  
 CARSON CITY, 1923 N CARSON ST  
 Department DEPARTMENT OF EMPLOYMENT,  
 TRAINING & REHAB  
 Agency EMPLOYMENT SECURITY DIVISION - 902  
 Organization EMPLOYMENT SECURITY - 4770

**Accident Location**

Accident Street Address HWY 50/Ramsey Cutoff  
 Accident City Silver Springs  
 Accident State Nevada

**Person Completing Report**

Person Completing Report Grant Nielson  
 Title ESD Program Chief  
 Contact # (775) 684-0304

**Vehicle Status**

Accident Reported To NHP  
 Damage to State Vehicle? Yes  
 Describe Damages to State Vehicle Front end and driver side damage all the way to the rear bumper

**Other Parties Involved**

Were there other parties/vehicle involved? Yes

**Owner Information**

State insurance card provided to the driver/owner? No  
 Owner Unknown? Yes

18-127

## Other Vehicle Information

Plate Number [REDACTED]  
License Plate State Nevada  
Make Volkswagen  
Model Tiguan

## Other Vehicle Driver

Same as Owner? Yes

Was there damage to other vehicle? Yes

Please describe the damage to the other vehicle Front end and driver side damage

Any injuries to other drivers or passengers? Yes

Please describe injuries to the other driver Unknown injuries to driver, but transported to hospital.

Were there any injured people? No

Were there any witnesses involved? No

## Legal Information

Is a Lawsuit likely or has one been filed in this case

Lawsuit Likely ☐

## Current Financials

	Reserves	Paid	Outstanding	Incurred
+ Bodily Injury	0.00	0.00	0.00	0.00
+ Expense	0.00	0.00	0.00	0.00
+ Property Damage	3,500.00	0.00	3,500.00	3,500.00
+ Legal	0.00	0.00	0.00	0.00
- Deductible	0.00	0.00	0.00	0.00
- Recovery	0.00	0.00	0.00	0.00
- Subrogation	0.00	0.00	0.00	0.00
	3,500.00	0.00	3,500.00	3,500.00

## Transaction History

Date	Type	Payee	Service From	Service To	Payment	Reserve
05/11/2018	Property Damage Reserve					3,500.00

## Files

File	Description	Folder	Attached By	Attach Date	Size
New Claim Auto.docx	New Claim Auto	CLM CORRESPONDENCE	Stacie Hancock	05/11/2018	132kb

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Paul Nicks  
Deputy Director

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: May 24, 2018

To: James R. Wells, Clerk of the Board  
Governor's Finance Office

From: Curtis Palmer, Executive Branch Budget Officer *CP*  
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF WATER RESOURCES**

Agenda Item Write-up:

Pursuant to NRS 334.010 the Department of Conservation and Natural Resources, Division of Water Resources requests approval to purchase one replacement vehicle for a total amount not to exceed \$35,292 during fiscal year 2019.

Additional Information:

The request is to purchase one vehicle to replace a 1998 Dodge Ram 1500 and a 2003 Chevy Silverado 1500, both vehicles are over 10 years old with in excess of 100,000 miles and meets the Vehicle Replacement Policy of SAM 1316. The total purchase price for the one vehicle is \$35,292. This purchase is from the Las Vegas Basin Water District, a non-executive budget account 4211.

Statutory Authority:

BOE approval required pursuant to NRS 334.010

REVIEWED: *CP*

ACTION ITEM: \_\_\_\_\_



**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF WATER RESOURCES**

901 South Stewart Street, Suite 2002

Carson City, Nevada 89701-5250

(775) 684-2800 • Fax (775) 684-2811

<http://water.nv.gov>

May 23, 2018

Pursuant to NRS 334.010, the Department of Conservation and Natural Resources, Division of Water Resources, requests approval to purchase one replacement vehicle from the Las Vegas Artesian basin, non-executive budget account.

Thank you,

A handwritten signature in blue ink that reads "K. Baldwin".

Katie Baldwin  
Management Analyst III  
Department of Conservation and Natural Resources  
Division of Water Resources  
775-684-2863  
[k.baldwin@water.nv.gov](mailto:k.baldwin@water.nv.gov)

**Board of Examiners Request for Approval to Purchase a  
State Vehicle Pursuant to NRS 334.010**

<b>Agency Name:</b> Division of Water Resources	<b>Budget Account #:</b> 4211
<b>Contact Name:</b> Katie Baldwin	<b>Telephone Number:</b> 775-684-2863
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p><b>Number of vehicles requested:</b> <u>1</u>                      <b>Amount of the request:</b> <u>\$35,291.98</u></p> <p><b>Is the requested vehicle(s) new or used:</b> <u>New</u></p> <p><b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b>  <u>Pick Up</u></p> <p><b>Mission of the requested vehicle(s):</b>          To distribute surface water, conduct field work, pumpage and crop inventories, well drilling site visits for compliance, groundwater and hydrologic data collection.</p>	
<b>Were funds legislatively approved for the request?</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Non Exec.</i>	<b>If yes, please provide the decision unit number:</b>  <b>If no, please explain how the vehicles will be funded?</b> <u>Las Vegas Artesian Basin, Non-Executive Budget Account</u>
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b>  <input type="checkbox"/> <u>  </u> Addition(s) <input checked="" type="checkbox"/> <u>2</u> Replacement(s)	
<b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b> <u>Yes - SAM 1314</u>	
<p><b>Please Complete for Replacement Vehicles Only:</b>          (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p><b>Current Vehicle Information:</b>          Vehicle #1 Model Year: <u>1998 Dodge Ram 1500</u>          Odometer Reading: <u>143,809</u>          Type of Vehicle: <u>Pickup Truck</u></p> <p>Vehicle #2 Model Year: <u>2003 Chevrolet Silverado 1500</u>          Odometer Reading: <u>184,348</u>          Type of Vehicle: <u>Pickup Truck</u></p> <p><i>Please attach an additional sheet if necessary</i></p>	<p><b>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</b>   <u>Yes - SAM 1316</u></p> <p><b>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</b></p>
<b>APPOINTING AUTHORITY APPROVAL:</b>  <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> </div> <div style="width: 60%;"> <u>STATE ENGINEER</u>    <u>5-23-18</u> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>Agency Appointing Authority</span> <span>Title</span> <span>Date</span> </div>	
<b>BOARD OF EXAMINERS' APPROVAL:</b>  <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase  <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <span>Board of Examiners</span> <span>Date</span> </div>	



### Vehicle Order Information Form

Does this vehicle meet "Smart Way or Smart Way Elite" requirements? If not, agency must fill out Vehicle Order Justification Sheet.

Please print out this page and complete all fields.

<b>Vehicle Item No., Make, Model &amp; No.:</b>	Chevy Silverado 1500 4WD Crew Cab		
<b>Dealer Name:</b>	Findlay Chevrolet		
<b>Delivery Location:</b>	Las Vegas		
<b>Vehicle Colors:</b>	Exterior: Summit White	Interior: Dune	<input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl
	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 28,411.95	\$28,411.95
SPECIFY OPTIONS: (description)			\$
Engine, 5.3L EcoTec3 V8	1	\$1,195.00	
Underbody Shield, Transfer Case Protection	1	\$100.00	
E85 FlexFuel	1	\$100.00	
Skid Plate	1	\$100.00	
Four Wheel Drive	1	\$3,695.00	
Trailer Package	1	\$395.00	
Destination Charge	1	\$1,295.00	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$	\$
Total purchase price with options			\$
DMV Title and DRS Fee's		\$29.25	\$
<b>GRAND TOTAL:</b>			<b>\$35,291.98</b>

<b>Registered Owner:</b>	Agency Name & Address: Division of Water Resources 901 S. Stewart Street, Suite 2002 Carson City, NV 89701
<b>Legal Owner:</b>	Agency Name & Address: Division of Water Resources 901 S. Stewart Street, Suite 2002 Carson City, NV 89701
<b>County Vehicle Based In:</b>	Clark County
<b>Name &amp; Phone of Person to contact when vehicle is ready for delivery:</b>	John Guillory (702) 486-2770

# STANDARD PAGE - FLEET VEHICLES 8475

(Use separate page for each package)

## FINDLAY CHEVROLET

### 2.13 TRUCK: 3/4 Ton; Full Size; Crew Cab; Short Bed

(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)

Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
Silverado, 2018, CC25743	\$27,359.00	\$27,059.00
State vehicle miles per gallon (MPG): not listed		
State manufactures warranty: 3YR OR 36K BAISIC - 5YR OR 100K DRIVETRAIN & ROADSIDE		
Specify engine size and emission rating: Vortec 6.0L Variable Valve Timing V8 SFI, E85		
Includes Minimum Standard Equipment Listed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If no, state exceptions: (Refer to page 6 of bid)		
Power windows available with (PCR) WT Fleet Convenience Package - Standard on all		
Single-slot CD/MP3 player ONLY AVAILABLE ON LT MODEL AND ABOVE (STD)		
Exterior Color: List available colors: Red Hot, Silver Ice Metallic, Summit White, Black, Havana Metallic, Graphite Metallic \$395 up charge - Deep Ocean Blue Metallic		
Seats, Cloth: List available colors: Jet Black, Dark Ash seats with Jet Black interior accents, Cocoa / Dune		
GVW: 9500		
WHEELBASE: 153.7		
(When Applicable)		

\* purchasing has advised the agency to include a 5% markup as the 2018 models are no longer available but the 2019 quotes have not yet been published



**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: June 7, 2018

To: James R. Wells, Clerk of the Board

From: Jim Rodriguez, Executive Branch Budget Officer *JR*  
Governor's Finance Office, Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

**DEPARTMENT OF PUBLIC SAFETY – HIGHWAY PATROL – HIGHWAY SAFETY  
GRANT ACCOUNT**

Agenda Item Write-up:

Pursuant to NRS 334.010 the Department of Public Safety – Highway Patrol requests approval to lease five replacement vehicles in FY19 at a total cost of \$74,874 for the three year lease term or \$23,854 per year.

Additional Information:

The agency currently leases five vehicles for its civilian personnel through Merchant Fleet Management and those leases expire June 30, 2018. Merchant Fleet Management is no longer an authorized lease provider for the state and as such the agency is requesting to establish five new leases through Carson City Toyota, which is an authorized vehicle lease provider for the state.

The leases are funded through the Motor Carrier Safety Assistance Program (MCSAP) will be utilized as follows:

- 2 RAV4s will be assigned to the two MCSAP New Safety Entrance Auditors. These technicians reach out to new companies and go out to their locations to provide safety training and support.
- 1 RAV4 will be assigned to the IT Technician to provide support services to all regions.
- 1 RAV4 and 1 4-Runner will be assigned to the Commercial Vehicle Safety Inspectors (CVSI). They perform safety inspections to various regions throughout the state. The reason they need 1 4-Runner is to have a larger vehicle to be able to transport equipment like large scales and also to have the ability to carry more people in one vehicle instead of having to take two cars to a location.

The cost per vehicle is summarized in the following table:

Model	Lease Term	Due at Signing	Monthly Payment (35 Payments)	Other Fees (Due at Term)	YR1	YR2	YR3	Total
Rav 4	36 mos.	\$ 750.00	\$ 369.00	\$ 350.00	\$ 4,809.00	\$ 4,428.00	\$ 4,778.00	\$ 14,015.00
Rav 4	36 mos.	\$ 750.00	\$ 369.00	\$ 350.00	\$ 4,809.00	\$ 4,428.00	\$ 4,778.00	\$ 14,015.00
Rav 4	36 mos.	\$ 750.00	\$ 369.00	\$ 350.00	\$ 4,809.00	\$ 4,428.00	\$ 4,778.00	\$ 14,015.00
Rav 4	36 mos.	\$ 750.00	\$ 369.00	\$ 350.00	\$ 4,809.00	\$ 4,428.00	\$ 4,778.00	\$ 14,015.00
4 Runner	36 mos.	\$ 550.00	\$ 511.84	\$ 350.00	\$ 6,180.24	\$ 6,142.08	\$ 6,492.08	\$ 18,814.40
		<b>\$3,550.00</b>	<b>\$ 1,987.84</b>	<b>\$ 1,750.00</b>	<b>\$25,416.24</b>	<b>\$23,854.08</b>	<b>\$25,604.08</b>	<b>\$74,874.40</b>

Statutory Authority:

BOE approval required pursuant to NRS 334.010

<p><b>REVIEWED:</b> _____</p> <p><b>ACTION ITEM:</b> _____</p>
--

## STATE VEHICLE PURCHASE

Pursuant to NRS 334.010, no automobile may be purchased by any department, office, bureau, officer or employee of the State without prior written consent of the State Board of Examiners.

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
DEPARTMENT OF PUBLIC SAFETY – HIGHWAY PATROL - HIGHWAY SAFETY GRANT ACCOUNT	5	\$74,874.40
Total:	5	\$74,874.40

Note: Amounts reflect cost of three year lease for all five vehicles including fees and monthly payments.

**Brian Sandoval**  
*Governor*



**James M. Wright**  
*Director*

**Colonel John A. O'Rourke**  
*Chief*


## **Nevada Highway Patrol**

555 Wright Way  
Carson City, Nevada 89711-0525  
Telephone (775) 687-5300 • Fax (775) 684-4879

### **Memorandum**

**DATE:** June 7, 2018

**TO:** Jim Rodriguez, Executive Branch Budget Officer  
Governor's Finance Office

**FROM:** Kristi Defer, Contract Manager   
Nevada Highway Patrol

**SUBJECT:** Motor Carrier Safety Administration Program (MCSAP)-Request to Lease  
Vehicles for July BOE Consideration

**RECEIVED**

**JUN 07 2018**

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

Please see the lease financial summary, the five proposed vehicle leases from Carson City Toyota, Business Credit Application, and FFY18 grant budget information enclosed. These vehicles will replace the five vehicles previously leased from Merchants Fleet Management which is set to expire on June 30, 2018. I have also enclosed the previous Request for Approval to Lease a State Vehicle form from 2015 for historical reference. Please attach these documents to the Request for Approval to Lease a State Vehicle Form-2018 and Memo that has already been submitted.

The proposed leases will be paid through State expenditure and reimbursed by Federal Motor Carrier Safety Administration (FMCSA) grant funds; please see the tabbed pages from the FFY18 grant budget information packet (pg. 52-53). MCSAP will return the vehicles to Carson City Toyota at the end of the 36 month lease term and will not exercise any options to purchase.

Additional testimony may be provided at the July Board of Examiner meeting. Please do not hesitate to contact us with any questions or concerns regarding this request. Thank you.



# Nevada Highway Patrol

Lieutenant Roy Baughman

MSCAP Coordinator

555 Wright Way

Carson City, Nevada 89711

(775) 687-8346

## MEMORANDUM

May 10, 2018

TO: Budget Division

SUBJECT: Vehicle Leases

From: NHP Commercial Vehicle Safety Section/Lt. Roy Baughman

The Motor Carrier Safety Assistance Program (MCSAP) of the Highway Patrol Division is requesting authorization to lease five vehicles for use by its civilian personnel. The MCSAP program is a grant-funded program that has been in place for 30 years. Prior to SFY2016, the MCSAP section had purchased these vehicles. The MCSAP personnel needing these vehicles consist of two Commercial Vehicle Inspectors (CVSI) in Las Vegas, three CVSI's in Carson City and an Information Technology Tech VI in Carson City. A CVSI in Carson City and as CVSI in Las Vegas are assigned to the New Entrant Audit program, a program under the MCSAP grant. They are responsible for traveling throughout the state conducting Safety Audits on new trucking companies. A CVSI in Las Vegas and one in Carson City are responsible for conducting Compliance Reviews of trucking companies throughout Nevada. The CVSI III in Carson City is the statewide commercial training coordinator and the Nevada liaison for the trucking industry. He is responsible for traveling throughout Nevada providing training and meeting with the trucking industry. The IT Tech VI is responsible for traveling throughout Nevada providing computer support services of MCSAP program to Division personnel.

Since July 2015, the MCSAP office has leased five vehicles from Merchant Fleet Management. The leased vehicles had no-cost maintenance for the first two years and covered by a factory 36-month warranty. The maintenance costs have been minimal during year three. The five leased vehicles consist of four Chevrolet Traverse SUV's and a Chevrolet Tahoe SUV. The lease on these vehicles will end on June 30, 2018 and five new vehicles will need to be leased to continue the MCSAP mission.

Five vehicles have been selected from Carson City Toyota, four 2018 Rav4 SUV's and a 2018 Toyota 4Runner, to replace the five GM leased vehicles. The monthly costs of each Rav4 is approximately \$369 and the 4Runner is approximately ~~\$511~~ per month. The lease program allows for a 36-month lease for all five vehicles at a monthly cost of ~~\$1,973.34~~ or ~~\$23,854~~ annually. With this lease program, these vehicles will be replaced with newer vehicles every 3 years, thus reducing maintenance costs. With the replacement cycle of 3 years, all the vehicles will be under the factory bumper-to-bumper warranty for all repairs. The only maintenance costs would be routine preventative maintenance.

The MCSAP section, budget account 4721, Cat 04, budgeted \$27,552 in SFY18 and \$28,929 in SFY19 for vehicle lease costs.



**MCSAP-Carson City Toyota Lease Summary**

Vin #		Model	Lease Term	Due on Delivery (first pymt plus cap cost reduction)	Monthly Pymt (35 pymts of equal cost)	Disposition Fee (due at Lease End)	Total of Pymts and Fees
1	JTMBFREV8J1226816	RAV 4	36 Months	\$ 750.00	\$ 369.00	\$ 350.00	\$ 14,015.00
2	JTEBU5JR8J5576751	4 RUNNER	36 Months	\$ 550.00	\$ 511.84	\$ 350.00	\$ 18,814.40
3	2T3BFREV9JW790055	RAV 4	36 Months	\$ 750.00	\$ 369.00	\$ 350.00	\$ 14,015.00
4	JTMBFREV4J1224318	RAV 4	36 Months	\$ 750.00	\$ 369.00	\$ 350.00	\$ 14,015.00
5	2T3BFREVXJW784359	RAV 4	36 Months	\$ 750.00	\$ 369.00	\$ 350.00	\$ 14,015.00
<b>Totals</b>				<b>\$ 3,550.00</b>	<b>\$ 1,987.84</b>	<b>\$ 1,750.00</b>	<b>\$ 74,874.40</b>



**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: June 5, 2018

To: James R. Wells, Clerk of the Board

From: Jim Rodriguez, Executive Branch Budget Officer  
Governor's Finance Office, Budget Division

A handwritten signature in blue ink, appearing to read "JR", is written next to the name Jim Rodriguez.

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

**DEPARTMENT OF PUBLIC SAFETY – DIVISION OF INVESTIGATIONS**

Agenda Item Write-up:

Pursuant to NRS 334.010 the Department of Public Safety – Division of Investigations requests approval to purchase three replacement vehicles for a total amount not to exceed \$94,727.

Additional Information:

Funding for this purchase was approved in the agency's 2017-19 legislatively approved budget (decision unit E711). The request replaces three vehicles (two SUVs and a pick-up truck) that meet the Purchasing Division's age and/or mileage replacement criteria. The vehicle will support the Division's ongoing undercover/major crime/narcotics investigation activities.

Statutory Authority:

BOE approval required pursuant to NRS 334.010

REVIEWED:   
ACTION ITEM: \_\_\_\_\_

## STATE VEHICLE PURCHASE

Pursuant to NRS 334.010, no automobile may be purchased by any department, office, bureau, officer or employee of the State without prior written consent of the State Board of Examiners.

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
DEPARTMENT OF PUBLIC SAFETY – DIVISION OF INVESTIGATIONS	3	\$94,727
Total:	3	\$94,727

**Brian Sandoval**  
Governor



**James M. Wright**  
Director

## Director's Office

555 Wright Way  
Carson City, Nevada 89711-0525  
Telephone (775) 684-4808 • Fax (775) 684-4809

June 7, 2018

Jim Rodriguez, Executive Branch Budget Officer  
State of Nevada, Governor's Finance Office, Budget Division  
209 E. Musser Street, Room 200  
Carson City, NV 89701-4298

RE: Board of Examiners Approval for Vehicle Purchase

Dear Jim,

The Department of Public Safety, Investigation Division is requesting to be placed on the July Board of Examiner's agenda for approval to purchase vehicles pursuant to the Legislatively Approved Decision Unit E711 for budget account 3743 in the 2017 Legislative Session. The budgeted total vehicle replacement amount is \$93,015 plus associated special vehicle equipment in the amount of \$8,703 for a total budget of \$101,718.


The agency requests to purchase two unmarked 2018 Police Interceptor Sport Utility vehicles totaling \$58,384.00 and one 2018 Chevrolet Silverado crew cab totaling \$36,352.84 for a combined total of \$94,736.84. The quotes include some of the associated police equipment that will be installed by the manufacturer. Although the division primarily utilizes sedans and SUVs, pickup trucks are also necessary to recover and transport large evidence such as stolen property, marijuana grows, and human remains in addition to towing trailers and hauling ATV's for off-road operations.

Please let me know if you have any questions or concerns. Thank you.

Sincerely,

Susan Hohn, Budget Analyst  
Director's Office

Board of Examiners Request for Approval to Purchase a  
State Vehicle Pursuant to NRS 334.010

<b>Agency Name:</b> DPS-Investigation Division	<b>Budget Account #:</b> 3743
<b>Contact Name:</b> Dan Johnson	<b>Telephone Number:</b> 775-684-7453
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p><b>Number of vehicles requested:</b> <u>3</u>      <b>Amount of the request:</b> <del>\$88,046</del> <u>\$94,727</u></p> <p><b>Is the requested vehicle(s) new or used:</b> <u>New</u></p> <p><b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> Intermediate sedans and/or SUVs</p> <p><b>Mission of the requested vehicle(s):</b> To provide the officers with reliable undercover vehicles to accomplish the division's mission of conducting Major Crimes investigations and Narcotics Enforcement.</p>	
<p><b>Were funds legislatively approved for the request?</b></p> <p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p>	<p><b>If yes, please provide the decision unit number:</b> E711</p> <p><b>If no, please explain how the vehicles will be funded?</b></p>
<p><b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b></p> <p><input type="checkbox"/> Addition(s)    <input checked="" type="checkbox"/> <u>3</u> Replacement(s)</p>	
<p><b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b></p> <p>No, law enforcement vehicles are exempt.</p>	
<p><b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p><b>Current Vehicle Information:</b></p> <p>Vehicle #1 Model Year: 2007 Odometer Reading: 132,414 Type of Vehicle: Ford 500</p> <p>Vehicle #2 Model Year: 2008 Odometer Reading: 140,580 Type of Vehicle: Jeep Cherokee</p> <p><i>Please attach an additional sheet if necessary</i></p>	<p><b>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</b></p> <p>Yes</p> <p>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</p> <p>The vehicles being excessed have exceeded either the mileage or age threshold and require expensive and extensive repairs to maintain running condition.</p>
<p><b>APPOINTING AUTHORITY APPROVAL:</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">               _____              Agency Appointing Authority         </div> <div style="text-align: center;"> <u>DEP. CHIEF</u>              _____              Title         </div> <div style="text-align: center;"> <u>5/30/18</u>              _____              Date         </div> </div>	
<p><b>BOARD OF EXAMINERS' APPROVAL:</b></p> <p><input type="checkbox"/> Approved for Purchase    <input type="checkbox"/> Not Approved for Purchase</p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;">             _____              Board of Examiners         </div> <div style="text-align: center;">             _____              Date         </div> </div>	

**Board of Examiners Request for Approval to Purchase a  
State Vehicle Pursuant to NRS 334.010  
(continuation)**

DPS-Investigation Division  
2019 Replacement Vehicle Information Continued

**Please Complete for Replacement Vehicles Only:**

(For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pickup, etc.)

**Current Vehicle Information:**

Vehicle #3 Model Year:	2008
Odometer Reading:	118,840
Type of Vehicle:	Dodge Nitro

**Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.**

Yes.

**If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.**

The vehicles being excessed have exceeded either the mileage or age threshold and require expensive and extensive repairs to maintain running condition.

2 Interceptor SUVs	\$ 58,384
1 Pick-up Truck	36,353
	<u>\$ 94,727</u>



Capital Ford  
3660 South Carson Street, Carson City, Nevada,  
897015579  
Office: 775-882-5353  
Fax: 775-882-8071

2018 Police Interceptor Utility, Sport  
Utility

AWD Base(K8A)  
Price Level: 835 Quote ID: 5918

## Selected Options

(Interceptor Quote)

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	\$32,895.00
Packages		
500A	Order Code 500A	N/C
	<i>Includes:</i> - Engine: 3.7L V6 Ti-VCT FFV - Transmission: 6-Speed Automatic - 3.65 Axle Ratio - GVWR: 6,300 lbs - Tires: P245/55R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes center caps and full size spare. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks. - Radio: MyFord AM/FM/CD/MP3 Capable Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.	
Powertrain		
99R	Engine: 3.7L V6 Ti-VCT FFV	Included
44C	Transmission: 6-Speed Automatic	Included
STDAX	3.65 Axle Ratio	Included
STDGV	GVWR: 6,300 lbs	Included
Wheels & Tires		
STDTR	Tires: P245/55R18 AS BSW	Included
64E	Wheels: 18" Painted Aluminum	\$475.00
	<i>Spare wheel is an 18" conventional (Police) black steel wheel.</i>	
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
	<i>Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.</i>	
Other Options		
113WB	113" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: MyFord AM/FM/CD/MP3 Capable	Included
	<i>Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.</i>	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Dan Johnson  
By: TIMOTHY SMITH Date: 05/09/2018



Capital Ford  
3660 South Carson Street, Carson City, Nevada,  
897015579  
Office: 775-882-5353  
Fax: 775-882-8071

**2018 Police Interceptor Utility, Sport Utility**

AWD Base(K8A)  
Price Level: 835 Quote ID: 5918

## Selected Options (cont'd)

Code	Description	MSRP
66A	Front Headlamp Lighting Solution  Recommend using Cargo Wiring Uplift Package (67G) or Ultimate Wiring Package (67U). <i>Includes base LED low beam/incandescent (halogen) high beam headlamp with high beam wig-wag function and (2) white rectangular LED side warning lights. Wiring and LED lights included. Controller not included.</i> <i>Includes:</i> - Grille LED Lights, Siren & Speaker Pre-Wiring	\$850.00
66C	Rear Lighting Solution  Recommend using Cargo Wiring Uplift Package (67G) or Ultimate Wiring Package (67U). <i>Includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open). LED lights only. Wiring and controller not included.</i>	\$455.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Included
16D	Badge Delete  <i>Deletes the Police Interceptor badging on rear liftgate and the Interceptor badging on front hood (EcoBoost).</i>	N/C
<b>Interior Colors</b>		
9W_01	Charcoal Black	N/C
<b>Primary Colors</b>		
E3_02	Arizona Beige Metallic Clearcoat	N/C
SUBTOTAL		\$34,675.00
Destination Charge		\$945.00
TOTAL		\$35,620.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Dan Johnson  
By: TIMOTHY SMITH Date: 05/09/2018





**Capital Ford**  
3660 South Carson Street, Carson City, Nevada,  
897015579  
Office: 775-882-5353  
Fax: 775-882-8071

**2018 Police Interceptor Utility, Sport  
Utility**

AWD Base(K8A)  
Price Level: 835 Quote ID: 5918

## Pricing - Multiple Vehicles (2)

### MSRP

#### *Vehicle Pricing*

Base Vehicle Price	\$65,790.00
Options & Colors	\$3,560.00
Upfitting	\$0.00
Destination Charge	\$1,890.00

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<b>Subtotal</b>	<b>\$71,240.00</b>
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#### *Pre-Tax Adjustments*

Code	Description	
GPC Nevada		-\$7,054.00

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<b>Subtotal</b>	<b>\$64,186.00</b>
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#### *Discount Adjustments*

Discount	-\$5,802.00
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<b>Total</b>	<b>\$58,384.00</b>
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Customer Signature

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Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Dan Johnson  
By: TIMOTHY SMITH Date: 05/09/2018



**Capital Ford**  
3660 South Carson Street, Carson City, Nevada, 897015579  
Office: 775-882-5353  
Fax: 775-882-8071

**2018 Police Interceptor Utility, Sport Utility**  
AWD Base(K8A)  
Price Level: 835 Quote ID: 5918

### Major Equipment

(Based on selected options, shown at right)

3.7L V-6 DOHC w/SMPI 304hp  
6 speed automatic w/OD

- \* 4-wheel ABS
- \* Traction control
- \* Advance Trac w/Roll Stability Control
- \* Tinted glass
- \* LED brakelights
- \* Dual power remote mirrors
- \* 18 x 8 aluminum wheels
- \* Driver and front passenger seat mounted side airbags
- \* Rear window defroster
- \* Message Center
- \* Reclining front bucket seats
- \* Audio control on steering wheel

Exterior: Arizona Beige Metallic Clearcoat  
Interior: Charcoal Black

- \* Brake assistance
- \* P 245/55R18 BSW AS W-rated tires
- \* Air conditioning
- \* AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder
- \* Rear child safety locks
- \* Variable intermittent speed-sensitive wipers
- \* Dual front airbags
- \* Airbag occupancy sensor
- \* Tachometer
- \* Underseat ducts
- \* 60-40 folding rear split-bench
- \* Axle to end of frame: 46.5"

### Fuel Economy



**City**  
16 mpg

**Hwy**  
21 mpg

Selected Options		MSRP
STANDARD VEHICLE PRICE		\$32,895.00
Order Code 500A		N/C
113" Wheelbase		STD
Monotone Paint Application		STD
Badge Delete		N/C
Wheels: 18" Painted Aluminum		\$475.00
Front Headlamp Lighting Solution		\$850.00
Rear Lighting Solution		\$455.00
Arizona Beige Metallic Clearcoat		N/C
Charcoal Black		N/C
Engine: 3.7L V6 Ti-VCT FFV		Included
Transmission: 6-Speed Automatic		Included
3.65 Axle Ratio		Included
GVWR: 6,300 lbs		Included
Tires: P245/55R18 AS BSW		Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear		Included
Radio: MyFord AM/FM/CD/MP3 Capable		Included
Grille LED Lights, Siren & Speaker Pre-Wiring		Included
SUBTOTAL		\$34,675.00
Destination Charge		\$945.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Dan Johnson  
By: TIMOTHY SMITH Date: 05/09/2018



**Capital Ford**  
3660 South Carson Street, Carson City, Nevada, 897015579  
Office: 775-882-5353  
Fax: 775-882-8071

**2018 Police Interceptor Utility, Sport Utility**  
AWD Base(K8A)  
Price Level: 835 Quote ID: 5918

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<b>TOTAL</b>	<b>\$35,620.00</b>
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Dan Johnson  
By: TIMOTHY SMITH Date: 05/09/2018

(Truck Quote)



Terry Rouda

Commercial Fleet Manager

5/16/2018

775-770-0753 Cell - Email: [terryroudamichaelhohl@gmail.com](mailto:terryroudamichaelhohl@gmail.com)

**BID PROPOSAL**

AGENCY NEVADA DEPT. OF PUBLIC SAFETY Phone Office/Cell (775) 684-7453 -  
Contact DAN JOHNSON Email: [DDJOHNSON@DPS.STATE.NV.US](mailto:DDJOHNSON@DPS.STATE.NV.US)

BID #/RFB 856228 FAN # 856228

Year	<u>2018</u>	Stock/Order #	<u>0</u>	Vin	<u>ORDER/ PAST CUT OFF</u>
Make	<u>CHEVROLET</u>	Wheelbase	<u>SWB</u>	Type	<u>LS</u>
Model	<u>SILVERADO SSV</u>	Fuel	<u>GAS</u>	Upfitter	<u>KERR INDUSTRIES</u>
Cab	<u>CREW</u>	Drivetrain	<u>4WD</u>	Upfit Description	<u>0</u>

\*PLEASE SEE ATTACHED ADDENDUM FOR STANDARD EQUIPMENT & OPTIONS/UPFIT SPECS

**BID AMOUNT** **\$33,920.59**

**ESTIMATED FEES**

Title Fee		\$	29.25	
Sales Tax	0.00%	EXEMPT	\$	-
		Total Fees(est)	\$	29.25
		<b>TOTAL BID WITH FEES</b>		<b>\$33,949.84</b>
		<b>TOTAL BID WITH ADDITIONAL ITEMS</b>		<b>\$36,352.84</b>

**NOTES:** THIS QUOTE IS BASED ON AN ORDERED TRUCK, WHICH IS NO LONGER AVAILABLE. THIS IS FOR REFERENCE  
ON A 2019, WHICH THE INCREASE AMOUNT IS UNKNOWN AT THIS TIME. OPTIONS INCLUDED ARE: SSV PACKAGE  
DEEP TINT ALL WINDOWS, TRAILER TOW WITH BRAKE CONTOLLER, 18" ALLOYS WITH GOODYEAR WRANGLER  
DURA TRAC TIRES, LOCKING DIFFERENTIAL, Z71 WITH 9G3 SUSPENSION, WT CONVENIENCE, & FLEET CREDIT

**ADDITIONAL ITEMS** KERR-K6J7 WIG WAG 717, KCRN-LED CORNER MODULES (REAR ONLY-NA ON FRONT) 638, KGRIL-LED GRILL  
LED MODULES-459. HOHL BLACK CROSS BED TOOL BOX 589. TOTAL 2403.00

**QUOTE EXPIRES 5/26/2018 CALL FOR EXTENSION IF NEEDED**

Vehicles are subject to prior sale and availability until PO received.

## Section A1: Line Item Detail by GL

Budget Account: 3743 DPS - INVESTIGATION DIVISION  
[See Attachment]

Item No	Description	Actual 2015-2016	Work Program 2016-2017	L01 Year 1 2017-2018	L01 Year 2 2018-2019
<b>E711</b>	<b>EQUIPMENT REPLACEMENT</b>				
	This request funds replacement of three vehicles and associated special equipment in fiscal year 2018 and three vehicles and associated special equipment in fiscal year 2019. [See Attachment]				
<b>REVENUE</b>					
2501	APPROPRIATION CONTROL	0	0	101,718	101,718
	TOTAL REVENUES FOR DECISION UNIT E711	0	0	101,718	101,718
<b>EXPENDITURE</b>					
<b>05</b>	<b>EQUIPMENT</b>				
8270	SPECIAL EQUIPMENT >\$5,000	0	0	8,703	8,703
8310	PICK-UPS, VANS - NEW	0	0	93,015	93,015
	TOTAL FOR CATEGORY 05	0	0	101,718	101,718
	TOTAL EXPENDITURES FOR DECISION UNIT E711	0	0	101,718	101,718
	TOTAL REVENUES FOR BUDGET ACCOUNT 3743	0	0	101,718	101,718
	TOTAL EXPENDITURES FOR BUDGET ACCOUNT 3743	0	0	101,718	101,718

## Schedule Selection: Equipment Schedule

Budget Account:		3743 DPS - INVESTIGATION DIVISION							
Catg	GL Acct	Description	Priority	Year1 Count	Year2 Count	Year1 Rate	Year2 Rate	Year1 Amt	Year2 Amt
E710		EQUIPMENT REPLACEMENT							
04	7460	MISC OFFICE EQUIPMENT <1,000 Estimated need for equipment under \$1,000 is based on a five year average of \$6,780 per year.	0	10	10	678.00	678.00	6,780	6,780
04	7465	MISC. EQUIPMENT \$1,000-\$5,000 Estimating the need for miscellaneous equipment in state fiscal year 2018 and 2019 to be the same as state fiscal year 2016.	0	1	1	2,480.00	2,480.00	2,480	2,480
26	7771	SOFTWARE-ADOBE ACROBAT This request replaces associated software for five computers per Enterprise Information Technology Services' recommended replacement schedule.	0	5	5	175.00	175.00	875	875
26	7771	SOFTWARE-MICROSOFT OFFICE SUITE PRO This request replaces associated software for five computers per Enterprise Information Technology Services' recommended replacement schedule.	0	5	5	330.00	330.00	1,650	1,650
26	8371	HARDWARE-DESKTOP PC W/ MONITOR & OS, HIGH COST This request replaces five computers and associated software per State Fiscal Year per Enterprise Information Technology Services' recommended replacement schedule. [See Attachment]	0	5	5	1,355.00	1,355.00	6,775	6,775
Total for Decision Unit: E710				26	26			18,560	18,560
E711		EQUIPMENT REPLACEMENT							
05	8310	VEHICLE-ALT FUEL-RNO/CC-5.2 SPRT UTILITY VEHICLE:4X4; 4 DOOR; 4-6 PASS The agency has six vehicles that have over 100,000 miles and/or are over seven years old. Two are in need of costly repairs and maintenance and post a safety risk to employees who use them in their line of duty. [See Attachment]	0	3	3	31,005.00	31,005.00	93,015	93,015
05	8270	VEHICLE EQUIPMENT This funds vehicle equipment build-out costs associated with three replacement vehicles per fiscal year.	0	3	3	2,901.00	2,901.00	8,703	8,703
Total for Decision Unit: E711				6	6			101,718	101,718
E719		EQUIPMENT REPLACEMENT							
29	8271	MOBILE RADIOS The Division of Investigations has 46 vehicles. This decision unit requests to replace outdated radios for 46 vehicles plus two spare radios.	0	51	0	4,872.96	0.00	248,520.96	0
29	8271	PORTABLE RADIOS The Division of Investigations has 29 General Funded positions and 3 Highway Funded positions. This decision unit requests to replace outdated radios for 32 positions plus two spare radios.	0	56	0	4,515.56	0.00	252,871.36	0
Total for Decision Unit: E719				107	0			501,392.32	0
Total for Budget Account: 3743				139	32			621,670.32	120,278

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Paul Nicks  
Deputy Director

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: June 6, 2018

To: James R. Wells, Clerk of the Board  
Governor's Finance Office

From: Jim Rodriguez, Executive Branch Budget Officer  
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

**DEPARTMENT OF PUBLIC SAFETY – DIVISION OF HIGHWAY PATROL (NHP)**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Public Safety – Highway Patrol requests authority to contract with a former employee, Gary Foster, through Auto Return Tow Management Services to monitor tow vehicle inspections, insurance, licenses and to provide dispatch and call rotation management services.

Additional Information:

Gary Foster was a former employee of the NHP's Commercial Vehicle Safety Inspection Unit as a Commercial Vehicle Inspector. Mr. Foster left the employment of NHP on March 11, 2017 and is currently collecting PERS benefits. The former employee previously managed the Tow Management Program for the Nevada Highway Patrol and has extensive knowledge of NHP's needs, rules and regulations, proper inspection criteria and required licenses. As such, it appears that Mr. Foster would be well suited to run a similar program with Auto Run. It is anticipated Mr. Foster will work for Auto Return Tow Management Services from August 1, 2018 through June 30, 2023.

Statutory Authority:

NRS 333.705

REVIEWED: \_\_\_\_\_

ACTION ITEM: \_\_\_\_\_





**Director's Office**

555 Wright Way  
Carson City, Nevada 89711-0525  
Telephone (775) 684-4808 • Fax (775) 684-4809

**Memorandum**

DATE: June 6, 2018

TO: Jim Rodriguez, Executive Branch Budget Officer  
Governor's Finance Office

THROUGH: Melissa Carr, Administrative Services Officer  
Department of Public Safety, Director's Office *MC*

FROM: John O'Rourke, Colonel  
Nevada Highway Patrol *For O'Rourke*

SUBJECT: Item Submission for the July Board of Examiner Agenda

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Pursuant to NRS 333.705, subsection 1, the Department of Public Safety, Nevada Highway Patrol requests authority to contract with a former State of Nevada employee, who is collecting PERS, to provide Tow Management services for the Nevada Highway Patrol.

Auto Return was selected through the RFP process facilitated by State of Nevada Purchasing. The utilization of this company will allow the Nevada Highway Patrol to contract with one single vendor versus setting up numerous tow contracts with companies throughout the State. Auto Return will monitor tow vehicle inspections, insurance, licenses, and also provide dispatch and call rotation management services. A former retired employee of the State is an employee of this contractor. The former employee did not participate in the development of the RFP.

Further explanations and justifications are provided in the attached applications for the Authorization to Contract with a Former Employee and additional testimony may be provided at the Board of Examiner meeting. Please do not hesitate to contact us with any questions or concerns regarding this request. Thank you.

cc: Susan Hohn, Budget Analyst, DPS-Director's Office





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

## Authorization to Contract with a Former Employee

### Employee Information

**Former Employee Name:** Gary Foster

**Former Employee ID Number:** 11327

**Former Job Title:** Commercial Vehicle Safety Inspector 2

**Former Employee Agency:** NHP

**Former Class and Grade:** 33/10

**Former Employment Dates:** 2/24/1997 to 3/11/17

**Contracting Agency:** Nevada Highway Patrol

### Please check which of the following applies:

- ☐ Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-l below.
- ☒ Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps a-l below.

#### a. Summarize scope of contract work.

Perform Tow Management services for the Nevada Highway Patrol to include contracting directly with Tow Companies and providing dispatch services, software and training. Auto Return will also perform, track and monitor vehicle inspections, licenses, insurance and qualification of all tow companies throughout Nevada.

#### b. Document former job description.

Manage tow rotation schedule, inspect tow vehicles, manage tow contracts, ensure compliance with all applicable laws and regulations.

#### c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?

The former State employee previously ran the tow management program for Nevada Highway Patrol and is aware of the practices of Nevada Highway Patrol. He has extensive knowledge of the needs of Highway Patrol, rules and regulations, proper inspection criteria, required licenses and a relationship with the tow companies in use. Currently, we have another employee running the tow rotation schedule but NHP will no longer offer this service. No, there is no language in the contract to transfer the knowledge.

#### d. Explain why existing State employees within your agency cannot perform this function.

NHP currently has over 70 contracts with individual tow companies that will be terminated using this third party contract. Currently the process requires a full time employee to manage the tow rotation schedule and contracts, contract staff to write and renew the contracts and extensive time on the part of the dispatchers. When a dispatcher is called by the Trooper for a tow, they must call a tow company on the rotation and continue down the list until they find a tow company available. This increases the time that a Trooper must stay at the scene, as well as it ties up the time that the dispatcher is available to answer the next call. This third party management system should reduce the time of dispatch and pick up to less than 20 minutes.

- e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate [NAC 284.750](#).**

No

- f. List contractor's hourly rate.**

This will be a no-cost contract for the State of Nevada. We are unsure of the amount Gary will be paid by Auto Return as he will be working for all their contracts, not just Nevada Highway Patrol. The company will be compensated by Tariffs established by the Nevada Transportation Authority per dispatched tow.

- g. List the range of comparable State employee wages.**

No other State positions are comparable to manage the entire program and software. A Commercial Vehicle Inspector 2 was utilized in the past to run the manual program at a Grade 33 which ranges from \$21.30 to \$31.49 per hour.

- h. Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?**

N/A

- i. Document justification for hiring contractor.**

Previously, the Nevada Highway Patrol had to contract with numerous tow companies individually throughout the State. The agency also had to monitor all the contracts and call list rotations. Utilizing Auto Return will provide Tow Management Services at no cost to the agency, to include monitoring inspections, insurance requirements, licenses, and dispatching services. This will decrease the time a Trooper is at the scene and decrease the amount of time it takes for the dispatchers to respond to the next incident.

- j. Will the employee be collecting PERS at any time during the contract?**

The former employee is currently and will continue collecting PERS.

- k. What is the duration of the contract with the former employee? (include start and end date)**

August 1, 2018 through June 30, 2023

- l. Will the former employee be working FT/PT? If PT how many hours**

The hours will vary depending on how often the former employee will be working for Auto Return specifically for this contract. We imagine he will be heavily involved in the setup of the software and the training of dispatchers but will take on a consultation role after the setup.

**Comments:**

Vol 1 MEAS for O'Rourke 6/6/18  
John O'Rourke, Colonel Date

Nata 6-6-18  
Budget Analyst Signature Date

\_\_\_\_\_  
Clerk of the Board of Examiners Signature Date

Brian Sandoval  
Governor



James R. Wells, CPA  
Director


Paul Nicks  
Deputy Director

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: June 8, 2018

To: James R. Wells, Clerk of the Board  
Governor's Finance Office

From: Heather Field, Executive Branch Budget Officer  
Governor's Finance Office 

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

**OFFICE OF ATTORNEY GENERAL**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Office of Attorney General requests authority to contract with former employee, Dale A. Stransky, owner of LCPDS, LLC, to professional services as an expert witness in the field of engineering.

Additional Information:

Dale A. Stransky was employed from March 6, 1999 to July 5, 2017 with the Nevada Attorney General Bureau of Consumer Protection. His expertise and broad extensive experience with utility ratemaking is needed to present written and oral testimony before the Nevada public Utilities Commission. Mr. Stransky is expected to work on an as needed basis depending on filings by certain public utilities before the Nevada Public Utilities Commission. Contract #20217, between the Office of Attorney General and LCPDS, LLC., has been submitted for approval for the July 2018 Board of Examiners meeting.

Statutory Authority:

NRS 333.705

REVIEWED: 
ACTION ITEM: _____



STATE OF NEVADA  
OFFICE OF THE ATTORNEY GENERAL  
BUREAU OF CONSUMER PROTECTION

100 No. Carson Street  
Carson City, Nevada 89701

ADAM PAUL LAXALT  
*Attorney General*

ERNEST D. FIGUEROA  
*Consumer Advocate  
Chief Deputy Attorney General*

**MEMORANDUM**

**TO:** Heather Field, Executive Budget Officer  
Governor's Finance Office, Budget Division  
**FROM:** Ernest D. Figueroa, Consumer Advocate  
**SUBJECT:** BCP Contract # 20217 LCPDS LLC  
**DATE:** June 18, 2018

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The Bureau of Consumer Protection (BCP) is requesting a contract for services with LCPDS, LLC for the purpose of obtaining access to an expert witness specializing in cases involving professional engineering as it relates to the establishment of utility rates and their impact on consumers and residential rates in the State of Nevada.

The engineer under Contract # 20217 LCPDS, LLC has over thirty (30) years of experience as a Professional Engineer and has prepared and presented testimony before Nevada's utility regulatory body, the Public Utilities Commission of Nevada (PUCN) on behalf of ratepayers and whose testimony has been credited in incurring significant savings for the benefit of ratepayers.

With the most recent Integrated Resource Plan (IRP) filing by Nevada Energy before the PUCN requesting approval of approximately \$197M DSM budget, \$23M transmission network upgrades, and six new solar generating resources PPA (1001 MW), and the uncertainty of the Energy Choice Initiative, this filing will require the BCP to acquire additional expertise from a Professional Engineer to review and vet in collaboration with our current resources. It is important that the BCP engage the services of a professional through Contract # 20217 LCPDS, LLC as soon as possible in order to ensure consumers and residential ratepayers are protected.

Thank you in advance for your consideration of this request. Please do not hesitate to contact me if you have any questions or need additional information.



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

## Authorization to Contract with a Former Employee

<b>Employee Information</b>	
<b>Former Employee Name:</b>	Dale A. Stransky
<b>Former Employee ID Number:</b>	001812
<b>Former Job Title:</b>	Senior Engineer
<b>Former Employee Agency:</b>	Nevada Attorney General Bureau of Consumer Protection
<b>Former Class and Grade:</b>	U4422
<b>Former Employment Dates:</b>	03/06/99 -- 07/05/17
<b>Contracting Agency:</b>	Nevada Attorney General Bureau of Consumer Protection
<b>Please check which of the following applies:</b>	
<input checked="" type="checkbox"/> Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-l below.	
<input type="checkbox"/> Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps a-l below.	
<b>a. Summarize scope of contract work.</b>	
The Contractor will provide professional services to the Bureau of Consumer Protection (BCP) as an expert witness and will provide technical engineering expertise in analyzing utility applications including the preparation and presentation of expert testimony	
<b>b. Document former job description.</b>	
The contractor was employed by the BCP and the Public Utilities Commission of Nevada as an expert witness.	
<b>c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?</b>	
No, the Contractor was chosen based on his expertise and broad extensive experience with utility ratemaking, not because of his knowledge of the BCP's operations.	
<b>d. Explain why existing State employees within your agency cannot perform this function.</b>	
There are many facets to the utility/energy industry and this Contractor as an expert witness can supplement our Staff's efforts.	

<b>e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate <a href="#">NAC 284.750</a>.</b>
The individual overseeing the contract is not related to the Contractor.
<b>f. List contractor's hourly rate.</b>
\$125/hour maximum
<b>g. List the range of comparable State employee wages.</b>
The rate in section f is equal to the lower end of the contractors who provide engineering professional services to the BCP as an expert witness.
<b>h. Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?</b>
The contract allows the BCP to supplement its staffing and allows participation in cases with expert testimony on a "as needed" basis without a more expensive full time commitment.
<b>i. Document justification for hiring contractor.</b>
Statute requires representation for consumers' interest in matters before the Public Utilities Commission and any legislature, board, or commission with jurisdiction over Nevada regulated public utilities.
<b>j. Will the employee be collecting PERS at any time during the contract?</b>
Yes
<b>k. What is the duration of the contract with the former employee? (include start and end date)</b>
Approximately two years 7/18-7/20.
<b>l. Will the former employee be working FT/PT? If PT how many hours</b>
The contractor will be working part time on an "as needed" basis depending on filings by certain public utilities before the PUCN.

**Comments:**

 6-4-18  
Contracting Agency Head's Signature and Date

Budget Analyst Signature and Date

Clerk of the Board of Examiners Signature and Date



Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Paul Nicks  
Deputy Director

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: June 20, 2018

To: James R. Wells, Clerk of the Board  
Governor's Finance Office

From: Nikki Hovden, Executive Branch Budget Officer  
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

**DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Division requests authority to contract with Alexander Brooks as a Psychiatrist for the Division and the Division of Child and Family Services (DCFS) at the Nevada Youth Training Center (NYTC) in Elko. This will be a part-time contracted position working approximately 8 -16 hours per months from July 1, 2018 to June 30, 2022 with an option to renew for 5 one year extensions.

Additional Information:

Alexander Brooks is currently employed by the University of Nevada, Reno providing outpatient care to students at UNR. He currently works 24 – 32 hours per week and time timecards will be reviewed to ensure there isn't an overlap of hours. DCFS has had difficulty finding vendors for the psychiatric services for NYTC. The current vendor is moving out of state and will no longer

be able to provide services. Dr. Brooks also has a Master Service Agreement contract on the July BOE agenda.

Statutory Authority: NRS 333.705

<b>REVIEWED:</b> <u>  <i>MB</i>  </u>
<b>ACTION ITEM:</b> <u>                    </u>



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

**Authorization to Contract with a Current Employee**

<b>Employee Information</b>	
Employee Name:	Alexander Brooks
Employee ID Number:	166960
Job Title:	Psychiatrist
Current Employee Agency:	University of Nevada- Reno. Student Health Center.
Current Class and Grade:	Letter of Appointment- Hourly
Employment Dates:	5/1/17 - current
Contracting Agency:	DCFS
<b>Please check which of the following applies:</b>	
<input type="checkbox"/> Contract is with a current State employee (contractor) or a temporary employment agency providing a current employee. Please complete steps a-l below.	
<input checked="" type="checkbox"/> Contract is with an entity (contractor) other than a temporary employment agency that employs a current State employee who will be performing any or all of the contracted services. Please complete all steps a-l below.	
<b>a. Summarize scope of contract work.</b>	
Providing outpatient psychiatric care to youths at Nevada Youth Training Center (NYTC) in Elko, NV.	
<b>b. Document the employee's current job description.</b>	
Providing outpatient psychiatric care to students of UNR.	
<b>c. Explain how this differs from current State duties.</b>	
Different agency and patient population.	
<b>d. Explain why existing State employees within your agency cannot perform this function.</b>	
There are no psychiatrists in Elko, NV, where NYTC is located	

<p><b>e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.</b></p>
<p>Not Applicable</p>
<p><b>f. List contractor's hourly rate.</b></p>
<p>Pending negotiation and approval of a service agreement.</p>
<p><b>g. List the range of comparable State employee rates.</b></p>
<p>Refer To Unclassified Employees on Employee/Employer Paid Retirement (PP10) Compensation Schedule U9088 - SR PSYCHIATRIST (RANGE C) Approximate Annual Salary of \$199,142 (includes adjustment for FY19 3% COLA)</p>
<p><b>h. Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent.</b></p>
<p>There are no psychiatrists in Elko, NV, where NYTC is located so the need to contract with someone from outside the area makes it necessary to pay higher costs. At least 1/3 of the youth population require appointments with a psychiatrist each month for evaluation, diagnosis and medication management.</p>
<p><b>i. Document justification for hiring contractor.</b></p>
<p>When setting up contracted services for NYTC Dr. Brooks is the only provider that signed up under the Juvenile Justice Medication Management, Psychiatric and Psychological Evaluations provider agreement that was approved for the 2018 fiscal year. Prior to that, the only vendor that was willing to offer services to the youth in Elko was Reno Psychiatric, however in August of 2017 they decided to no longer offer the services.</p>
<p><b>j. Will the employee be collecting PERS at any time during the contract?</b></p>
<p>Employee contributes to FICA alternative, voluntary 403(b), and voluntary 457 plans through UNR but does not collect PERS payments.</p>
<p><b>k. What is the duration of the contract with the current employee? (include start and end date)</b></p>
<p>The contractor will be providing services from July 1, 2018 thru June 30, 2022 with an option to renew for 5 one year extensions.</p>
<p><b>l. Will the current employee be working FT/PT? If PT how many hours</b></p>
<p>Employee works 24-32 hours per week at UNR. Contractor provides 8-16 hours of on-site psychiatric care per month in Elko, NV, at NYTC.</p>

**Comments:**

Employee is part-time and reimbursed hourly at UNR. There is never overlap between the hours worked as an employee and the services rendered as a contractor.

Mandi Davis (for Ross Armstrong) 6/21/18  
Contracting Agency Head's Signature and Date

\_\_\_\_\_  
Budget Analyst Signature and Date

\_\_\_\_\_  
Clerk of the Board of Examiners Signature and Date

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Paul Nicks  
Deputy Director

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: June 18, 2018

To: James R. Wells, Clerk of the Board  
Governor's Finance Office

From: Tiffany Greenamyre, Executive Branch Budget Officer  
Governor's Finance Office, Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

**GOVERNOR'S FINANCE OFFICE – BUDGET DIVISION**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Governor's Finance Office, Budget Division requests to contract with former employee, Janet Murphy to assist with the preparation of the Governor's Executive Budget, as needed, during the 2019 legislative session.

Additional Information:

This is a temporary position to support the office while preparing the Governor's Executive Budget. Due to turnover within the Office this position will provide support and assistance with the Governor's Executive Budget.

Statutory Authority:

NRS 333.705

REVIEWED: SB  
ACTION ITEM: \_\_\_\_\_



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION

*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

## Authorization to Contract with a Former Employee

<b>Employee Information</b>	
<b>Former Employee Name:</b>	Janet Murphy
<b>Former Employee ID Number:</b>	19360
<b>Former Job Title:</b>	U4305 - Deputy Director
<b>Former Employee Agency:</b>	Governor's Finance Office
<b>Former Class and Grade:</b>	E80H -Exception 80 Hrs.
<b>Former Employment Dates:</b>	08/23/1999 – 10/13/2017
<b>Contracting Agency:</b>	Governor's Finance Office – Budget Division
<b>Please check which of the following applies:</b>	
<input type="checkbox"/> Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-l below.	
<input type="checkbox"/> Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps a-l below.	
<b>a. Summarize scope of contract work.</b>	
Contractor will support office during Governor's Recommends phase by reviewing, analyzing and updating agency budget requests to adhere to the Governor's priorities as well as transfer historical knowledge to new Budget Division staff.	
<b>b. Document former job description.</b>	
Ms. Murphy was responsible for collaborating with executive branch agencies to produce the Governor's Executive budget as well as working in partnership with senior state leaders on budget guidelines based on the Governor's priorities. Additionally, she over saw the day-to-day operations and management of the Budget Division.	
<b>c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?</b>	
The contractor has knowledge of the state budgeting process and has knowledge of multiple agencies and state programs including services rate models	
<b>d. Explain why existing State employees within your agency cannot perform this function.</b>	
This is a temporary position to support the office while preparing the Governor's Executive Budget. Due to turnover within the Office this position will provide support and assistance with the Governor's Executive Budget.	

- e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate [NAC 284.750](#).**

The Deputy Director of the Governor's Finance Office will oversee the contractor and is not related to the contractor.

- f. List contractor's hourly rate.**

\$70 per hour

- g. List the range of comparable State employee rates.**

Executive Branch Budget Office 1 Grade 41 \$45.61 Time and half is \$68.42.

- h. Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?**

The intent of adding contract staff is to reduce the overtime required of permanent staff to complete the Governor's Executive Budget and maintain a fresh perspective during a critical time in the Budget Division.

- i. Document justification for hiring contractor.**

The contractor will support the office with the preparation of the Governor's Executive Budget, ensure the product is a high quality, help mentor new staff and allow the office to reduce overtime.

- j. Will the employee be collecting PERS at any time during the contract?**

Yes

- k. What is the duration of the contract with the former employee? (include start and end date)**

September 1, 2018 – January 7, 2019

- l. Will the former employee be working FT/PT? If PT how many hours**

Part time – No more than 20 hours a week.



**Comments:**

  
\_\_\_\_\_  
**Contracting Agency Head's Signature and Date**

\_\_\_\_\_  
**Budget Analyst Signature and Date**

\_\_\_\_\_  
**Clerk of the Board of Examiners Signature and Date**

## REQUESTS FOR THE ALLOCATION AND DISBURSEMENT OF FUNDS FOR SALARY ADJUSTMENTS

The 2017 Legislature, through Assembly Bill 517 and Senate Bill 368, made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet salary deficiencies that may be created between the appropriated money of the State's respective departments, commissions, and agencies and the salary requirements for the personnel of those departments, commissions, and agencies. The Board of Examiners, upon recommendation of the Director of the Governor's Finance Office, may allocate and disburse amounts, from the appropriate fund, to the departments, commissions and agencies of the State for the purpose of paying personnel salary deficiencies.

The following department, commission and agency requests for allocations from the General Fund and/or Highway Fund salary adjustment accounts are recommended by the Director of Finance:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
4150	Department of Conservation and Natural Resources - Administration	\$10,718	
	<b>Total</b>	<b>\$10,718</b>	

BRADLEY CROWELL  
Director

BRIAN SANDOVAL  
Governor



JAMES R. LAWRENCE  
DOMINIQUE ETCHEGOYHEN  
Deputy Directors

Division of Environmental Protection  
Division of Water Resources  
Division of Forestry  
Division of State Parks  
Division of State Lands

State Historic Preservation Office  
Nevada Natural Heritage Program  
Conservation Districts Program  
Sagebrush Ecosystem Program  
Off-Highway Vehicles Program

Office of the Director  
901 S. Stewart Street, Suite 1003/Carson City, Nevada 89701  
Phone: 775.684.2700/Fax: 775.684.2715  
www.dcnr.nv.gov


## Nevada Department of Conservation and Natural Resources

### MEMORANDUM

Date: June 5, 2018

To: Jim Wells, Director  
Governor's Finance Office

Through: Curtis Palmer, Executive Branch Budget Officer  
Governor's Finance Office

From: Kelly Williams, Administrative Services Officer IV   
Department of Conservation and Natural Resources

Subject: Request for Fiscal Year 2018 Salary Adjustment Funds, Budget Account 4150

During the 2017 Legislature, Assembly Bill 517, Section 3 authorized a 2% salary increase, and Senate Bill 368, Section 1 authorized an additional 1% salary increase for both Fiscal year 2018 and Fiscal Year 2019. Combined, the two bills provide a 3% cost of living adjustment to State employees in both fiscal years. Both bills also appropriated General Funds to the Board of Examiners (BOE) to meet deficiencies created between the appropriated money of each department and the money required to pay the salaries of the employees. This memo requests a portion of the BOE amount available in Fiscal Year 2018 for the Department of Conservation and Natural Resources Administration (Director's Office) budget account 4150.

Based on current salary projections through June 30, 2018, budget account 4150 will have a Category 01 Personnel Services General Fund shortfall in the amount of \$18,065.83, however, the amount specific to the cost of living adjustment is \$10,717.25. The remaining General Fund shortfall relates to a discrepancy between the budgeted amount of a position at a lower step and the actual higher step of the current incumbent. Approval of this request for salary adjustment funds would partially cover the total General Fund shortfall for Fiscal Year 2018 in the amount of \$10,717.25. The agency hopes to make up the remaining shortfall using a combination of excess General Fund authority in other categories within the budget account, but it is too early to determine if excess authority will exist. If the remaining Category 01 General Fund shortfall cannot be covered internally, the agency will submit a request for contingency funds before the Fiscal Year 2018 closing deadline.

Section A: Position Detail

BA #	Dec Unit	Pos Group	Pos Type	Pos Desc	PCN#	Class Code	Gd- Step	Gd- Add	Anv Mo	Salary YR1	Benefit s YR1	Deductions		Net for GFSA	Eligible Net
												Personnel Asamt	Payroll Asamt		
4150	B000 BASE	CA-GF COST ALLOC / GENI Existing	GENI Existing	DIRECTOR, CONS/NAT RESOURCES	000001	U4901	99-99	0	7	115,419	47,071	242.22	79.69	153,252	153,252
4150	B000 BASE	CA-GF COST ALLOC / GENI Existing	GENI Existing	DEP DIRECTOR, CONS/NAT RESRCS	000002	U4920	99-99	0	7	97,115	41,206	242.22	79.69	129,083	129,083
4150	B000 BASE	CA-GF COST ALLOC / GENI Existing	GENI Existing	ADMIN SERVICES OFFICER 2	000003	07217	39-10	0	7	73,336	33,603	242.22	79.69	97,701	97,701
4150	B000 BASE	CA-GF COST ALLOC / GENI Existing	GENI Existing	EXECUTIVE ASSISTANT	000005	U9009	99-99	0	7	57,965	20,595	242.22	79.69	69,322	69,322
4150	B000 BASE	CA-GF COST ALLOC / GENI Existing	GENI Existing	MANAGEMENT ANALYST 1	000006	07637	33-6	0	9	50,804	26,418	242.22	79.69	67,984	67,984
4150	B000 BASE	CA-GF COST ALLOC / GENI Existing	GENI Existing	PUBLIC INFORMATION OFFICER 1	000014	07806	35-3	0	9	55,428	20,420	242.22	79.69	66,610	66,610
4150	B000 BASE	CA-GF COST ALLOC / GENI Existing	GENI Existing	ADMIN ASSISTANT 4	000015	02210	29-8	0	10	46,382	24,995	242.22	79.69	62,139	62,139
4150	B000 BASE	CA-GF COST ALLOC / GENI Existing	GENI Existing	DEP DIRECTOR, CONS/NAT RESRCS	000031	U4920	99-99	0	7	97,115	41,206	242.22	79.69	129,083	129,083
4150	E671 SALARY	CA-GF COST ALLOC / GENI Existing	GENI Existing	IT TECHNICIAN 4	000325	07935	31-4	1	2	49,937	19,393	242.22	79.69	69,008	69,008
4150	B000 BASE	Q1-CA QUESTION 1/COST , Existing	GENI Existing	ADMIN SERVICES OFFICER 4	000050	07215	44-7	0	8	87,870	38,245	242.22	79.69	116,877	58,439 50% Q1
												Net Total		763,354	
												Comp Time		763,354	
												Sub Total		259,540	
												GF		34%	
4150	B000 BASE	SET SAGEBRUSH ECOSYS Existing	GENI Existing	MANAGEMENT ANALYST 4	007771	07612	39-3	0	5	73,336	33,603	242.22	79.69	97,701	97,701 100% GF
												Adj			
												Sub Total		357,242	
												GFSA		3%	
														10,717.25	

Based on CAT 01 Projections supplied  
(18,065.83) CAT 01 GF Shortfall  
10,717.25 GFSA  
(7,348.58) IFC Contingency Ask (or internal work program)

## REQUESTS FOR THE ALLOCATION AND DISBURSEMENT OF FUNDS FOR SALARY ADJUSTMENTS

The 2017 Legislature, through Assembly Bill 517 and Senate Bill 368, made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet salary deficiencies that may be created between the appropriated money of the State's respective departments, commissions, and agencies and the salary requirements for the personnel of those departments, commissions, and agencies. The Board of Examiners, upon recommendation of the Director of the Governor's Finance Office, may allocate and disburse amounts, from the appropriate fund, to the departments, commissions and agencies of the State for the purpose of paying personnel salary deficiencies.

The following department, commission and agency requests for allocations from the General Fund and/or Highway Fund salary adjustment accounts are recommended by the Director of Finance:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
3706	DEPARTMENT OF CORRECTIONS - PRISON MEDICAL CARE	\$ 512,000	
3710	DEPARTMENT OF CORRECTIONS - DIRECTOR'S OFFICE	\$ 382,799	
3711	DEPARTMENT OF CORRECTIONS - CORRECTIONAL PROGRAMS	\$ 75,000	
3716	DEPARTMENT OF CORRECTIONS - WARM SPRINGS CORRECTIONAL CENTER	\$ 12,000	
3717	DEPARTMENT OF CORRECTIONS - NORTHERN NEVADA CORRECTIONAL CENTER	\$ 602,043	
3722	DEPARTMENT OF CORRECTIONS - STEWART CONSERVATION CAMP	\$ 32,249	
3738	DEPARTMENT OF CORRECTIONS - SOUTHERN DESERT CORRECTIONAL CENTER	\$ 532,409	
3739	DEPARTMENT OF CORRECTIONS - WELLS CONSERVATION CAMP	\$ 25,511	
3748	DEPARTMENT OF CORRECTIONS - JEAN CONSERVATION CAMP	\$ 10,000	
3751	DEPARTMENT OF CORRECTIONS - ELY STATE PRISON	\$ 669,876	
3761	DEPARTMENT OF CORRECTIONS - FLORENCE MCCLURE WOMENS	\$ 326,471	

	CORRECTIONAL CENTER		
3762	DEPARTMENT OF CORRECTIONS - HIGH DESERT STATE PRISON	\$ 1,110,399	
	<b>Total</b>	<b>\$ 4,290,757</b>	

Northern Administration  
5500 Snyder Ave.  
Carson City, NV 89701  
(775) 887-3285

Southern Administration  
3955 W. Russell Rd.  
Las Vegas, NV 89118  
(702) 486-9938



**State of Nevada  
Department of Corrections**

Brian Sandoval  
Governor

James Dzurenda  
Director

John Borrowman  
Deputy Director  
Support Services

DATE: ~~June 5, 2018~~ June 19, 2018

TO: Bridgette Mackey-Garrison  
Executive Branch Budget Officer, Governor's Finance Office

FROM: Scott J. Ewart   
Chief of Fiscal Services, Department of Corrections

SUBJECT: Request for July 2018 BOE - Fiscal Year 2018 BOE Salary Adjustment Funds

The Nevada Department of Corrections is projecting a remaining ~~\$4,294,214~~ \$4,290,757 General Fund appropriations shortfall to fund salary expenditures through the end of fiscal year 2018. Pursuant to Assembly Bill 517, Section 3 and 4, and Senate Bill 368, Section 1 and 2, the department is requesting an allocation of ~~\$4,294,214~~ \$4,290,757 out of the money appropriated by these bills and sections required to pay the salaries for the employees of the department.

The Department has taken actions to reduce the total request for BOE Salary Adjustment funds through June Interim Finance Committee budgetary transfer work programs that amount to \$225,754 and an SFY18 IFC Contingency Fund request in the amount of \$1,865,414. There are no alternatives available to the Department to fund the remaining salary expenditure projected shortfalls.

Without this allocation, fourteen of the twenty-two budget accounts listed that are funded with General Fund appropriations are projected to have insufficient funding available to pay Category 01 – Personnel Services expenditures through the end of the fiscal year. Additionally, this may have a negative impact on the department's ability to pay other operating expenditures for the remainder of the fiscal year.

All 14 BOE Salary Fund non-IFC Work Programs have been submitted to the Governor's Finance Office related to this request for your consideration.

Thank you

# Cat 01 Personnel Services Analysis

## Nevada Department of Corrections

### SFY18 General Fund Budget Account Projections with Decision Units

BA	Facility	WP #	Cat 01 Budget	Cat 01 Projection	Implemented Savings	Cat 01 Proj Balance	Implemented Savings	Total Adjustments	Cat 01 Adj Balance	BOE Salary Max	BOE Salary Adjust	GF Balance
3706	MEDICAL ADMINISTRATION	18SA3706	26,874,255	27,385,673	88,742	(600,160)	88,742	88,742	(511,418)	770,001	512,000	582
3762	HIGH DESERT STATE PRISON	18SA3762	43,737,982	45,179,174	2,439,163	(3,880,355)	2,439,163	2,439,163	(1,441,192)	1,110,399	1,110,399	(330,793)
3717	NORTHERN NEVADA CORRECTIONAL CENTER	18SA3717	23,174,482	23,853,317	774,109	(1,452,944)	774,109	774,109	(678,835)	602,043	602,043	(76,792)
3738	SOUTHERN DESERT CORRECTIONAL CENTER	18SA3738	20,666,911	21,374,542	592,013	(1,299,644)	592,013	592,013	(707,631)	532,409	532,409	(175,222)
3751	ELY STATE PRISON	18SA3751	24,615,691	25,306,786	740,013	(1,431,108)	740,013	740,013	(691,095)	669,876	669,876	(21,219)
3761	FLORENCE MCCLURE WOMENS CORRECTIONAL CENTER	18SA3761	12,817,688	13,794,480	250,013	(1,226,805)	250,013	250,013	(976,792)	326,471	326,471	(650,321)
3710	DIRECTOR'S OFFICE	18SA3710	15,507,652	15,909,544	62,638	(464,530)	62,638	62,638	(401,892)	382,799	382,799	(19,093)
3722	STEWART CONSERVATION CAMP	18SA3722	1,262,378	1,319,705		(57,327)			(57,327)	32,249	32,249	(25,078)
3716	WARM SPRINGS CORRECTIONAL CENTER	18SA3716	10,120,841	10,131,997	48,629	(59,785)	48,629	48,629	(11,156)	257,370	12,000	844
3739	WELLS CONSERVATION CAMP	18SA3739	1,017,358	1,059,550	11,158	(53,350)	11,158	11,158	(42,192)	25,511	25,511	(16,681)
3711	CORRECTIONAL PROGRAMS *	18SA3711	6,984,399	7,058,974	8,287	(82,862)	8,287	8,287	(74,575)	206,683	75,000	425
3748	JEAN CONSERVATION CAMP	18SA3748	1,224,615	1,234,610		(9,995)		0	(9,995)	30,659	10,000	5

\* Current SFY18 General Fund Only

Pending Adjustments SFY18

Total Adjusted SFY18

5,184,829

(4,846,612)

4,290,757

(555,855)

BOE Salary request amounts rounded to the nearest \$1K.



## REQUESTS FOR THE ALLOCATION AND DISBURSEMENT OF FUNDS FOR SALARY ADJUSTMENTS

The 2017 Legislature, through Assembly Bill 517 and Senate Bill 368, made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet salary deficiencies that may be created between the appropriated money of the State's respective departments, commissions, and agencies and the salary requirements for the personnel of those departments, commissions, and agencies. The Board of Examiners, upon recommendation of the Director of the Governor's Finance Office, may allocate and disburse amounts, from the appropriate fund, to the departments, commissions and agencies of the State for the purpose of paying personnel salary deficiencies.

The following department, commission and agency requests for allocations from the General Fund and/or Highway Fund salary adjustment accounts are recommended by the Director of Finance:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
3005	NSHE-Nevada State College	\$99,552	
2982	NSHE-UNR School of Medicine	\$588,445	
	<b>Total</b>	<b>\$687,997</b>	

NSHE Salary Adjustment Funds Request: FY 2018

**Institution:** Nevada State College  
**Budget Account:** 3005-NEVADA STATE COLLEGE

**Phase 1: Eligibility Determination:** if BOR approved budget is less than L01 (by position type), then not eligible for Salary Adjustment Funds

	Budgeted	
	FY 2018 L01	FY 2018 BOR Ope
Professional	9,511,755.00	9,951,560.00
Professional LOAs	2,305,348.00	2,739,830.00
Classified	1,118,130.00	1,057,607.00
Fringe (Professional + Classified)	3,447,811.00	3,619,700.00
Fringe (Professional LOAs)	-	256,175.00
Wages	-	-
Operating/Other	7,666,661.00	6,833,678.00
<b>Total</b>	<b>24,049,705.00</b>	<b>24,458,550.00</b>
		<b>408,845.00</b>

**Phase 2: Demonstrate Financial Need**

Required documentation: reports generated in Advantage and Workday to substantiate reported expenditures and projections.

Personnel Expenses	Actual July - Sept 2017	Actual Oct 2017 - Mar	Projected (through FYE)	Total
Professional	3,719,566	5,463,641	3,350,067	12,533,274
Classified	249,375	526,773	250,276	1,026,424
Fringe	1,018,352	1,565,874	923,777	3,508,003
<b>Subtotal: Personnel Costs</b>	<b>4,987,293</b>	<b>7,556,288</b>	<b>4,524,120</b>	<b>17,067,701</b>
Excluded Expenses	Actual July - Sept 2017	Actual Oct 2017 - Mar	Projected (through FYE)	Total
New FTE (not in L01)	0	0	0	0
Excluded Positions (LOAs, Reclasse)	841,409	1,438,354	167,665	2,447,428
Overtime	0	664	0	664
Terminal/Retirement Payouts	24,836	19,037	0	43,873
Other Addtl Payroll Adjust	0	62,122	0	62,122
<b>Subtotal: Excluded Expenses</b>	<b>866,245</b>	<b>1,520,177</b>	<b>167,665</b>	<b>2,554,087</b>
<b>Total</b>				<b>14,513,614</b>
L01 Approved Personnel Exp				14,077,696
<b>Salary Adjustment Request</b>				<b>-435,918</b>

Request June BOE: 278,198  
 Request July BOE: 99,552  
 Total Salary Adjustment: 377,750

	(2,185,517)	Shortfall
	<u>588,445</u>	Total Request

Brian Sandoval  
Governor

James R. Wells, CPA  
Director

Paul Nicks  
Deputy Director



**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: June 20, 2018  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Laura E. Freed, Executive Branch Budget Officer  
Budget Division  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

**GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT**

Agenda Item Write-up:

Pursuant to NRS 332.195 the agency requests approval to enter into a Joinder Contract to utilize the City of Henderson's contract with the Abbi Agency to provide a marketing plan.

Additional Information:

The Governor's Office of Economic Development has provided a completed Joinder Contract checklist, including the City's original Request for Proposal and the vendor's response, evidence of competitive bidding, the approved underlying contract between the City of Henderson and the vendor, and GOED's own contract with a separate scope of work. The Administrator of the Purchasing Division has approved the checklist.

The Abbi Agency will deliver an integrated marketing plan, media buying services, and multi-media development to GOED. The state's contract duration is June 19, 2018 through June 30, 2020.

Statutory Authority:  
NAC 332.175

<b>REVIEWED:</b> _____ <b>ACTION ITEM:</b> _____
---

# State of Nevada, Purchasing Division

## Joinder Checklist

1. Obtain written approval from Administrator of State Purchasing (see below) Yes ☒ No ☐
  
2. State/entity that released RFP (verify it was procured the same as Nevada law requires)
  - a. Original issuing government entity: City of Henderson
  - b. Awarded vendor: The Abbi Agency
  - c. Does the RFP have joinder language? Yes ☒ No ☐
  - d. Did the entity advertise in the newspaper? Yes ☒ No ☐
  - e. Does the scope of work fit your needs? Yes ☒ No ☐
  - f. Was it competitively bid? Yes ☒ No ☐
  - g. Are there any federal requirements that need to be in RFP? Yes ☐ No ☒
  
3. Get copies of
  - a. Vendor's submitted technical proposal Yes ☒ No ☐
  - b. Vendor's submitted cost proposal Yes ☒ No ☐
  - c. Executed contract between entity and vendor and any negotiated items Yes ☒ No ☐
    - i. Any amendments to contract
  - d. Awarded vendor's permission to piggy back Yes ☒ No ☐
  
4. Review
  - a. Vendor technical proposal Yes ☒ No ☐
  - b. Vendor cost proposal Yes ☒ No ☐
  - c. Insurance Yes ☒ No ☐
  - d. Determine if it fits agency needs (cannot change scope) Yes ☒ No ☐
  - e. Evaluation documents Yes ☒ No ☐
  - f. Was an independent cost analysis done (evaluation) Yes ☒ No ☐
  - g. Are there federal requirements? Yes ☐ No ☒
  
5. Verify
  - a. Contract start/end dates Yes ☒ No ☐
  - b. Vendor is not on debar list <https://www.sam.gov/> Yes ☒ No ☐
  - c. Vendor registered with NevadaEPro Yes ☒ No ☐
  - d. Vendor registered with Nevada Secretary of State's Office Yes ☒ No ☐
  - e. Insurance requirements meet Nevada's schedule from Risk Yes ☒ No ☐
  - f. Does Nevada need a deliverable schedule (attach to contract) Yes ☐ No ☒
  
6. Additional Nevada/agency specific forms
  - a. Business Associate Addendum? Yes ☐ No ☒
  - b. Other forms: \_\_\_\_\_ Yes ☐ No ☒

\*\*\* Prior to requesting Purchasing approval, please ensure you have all necessary documentation. \*\*\*

Purchasing Administrator approval

Signature

Date

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20051**Agency Name: **GOVERNOR'S OFFICE OF  
ECONOMIC DEVELOPMENT**Agency Code: **102**Appropriation Unit: **1526-11**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **ABBI AGENCY, THE**Contractor Name: **ABBI AGENCY, THE**Address: **1385 HASKELL ST STE A**City/State/Zip: **RENO, NV 89509-2844**Contact/Phone: **ABBI WHITAKER 775/323-2977**Vendor No.: **T27037235**NV Business ID: **NV20081200897**To what State Fiscal Year(s) will the contract be charged? **2018-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>100.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/19/2018** ✓Anticipated BOE meeting date **06/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable****RECEIVED****MAY 08 2018**GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION3. Termination Date: **06/30/2020** ✓Contract term: **2 years and 12 days**4. Type of contract: **Contract**Contract description: **Marketing Services**

5. Purpose of contract:

**This is a new contract for marketing services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$300,000.00** ✓

Other basis for payment: Invoices paid upon successful completion of project steps and phases and future marketing projects requested by the agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Governor's Office of Economic Development is charged with diversifying and strengthening Nevada's economy, and targeted marketing efforts will enhance those efforts.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**There are no state employees with the the specific skills and expertise to do this work.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

The Glenn Group  
Robertson + Partners  
Imagine Communications  
North Star  
The Abbi Agency

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor provided the best overall proposal as a result of an RFP conducted by the City of Henderson. GOED has received approval from the Administrator of State Purchasing to joinder on the formal solicitation conducted by the City of Henderson. The joinder checklist was approved on April 26, 2018.

d. Last bid date: 07/15/2017 Anticipated re-bid date: 07/15/2021

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor currently has a contract with GOED and the work has been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Brian Baluta, Communications Director Ph: 702-486-2785

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bvale1	05/04/2018 13:21:01 PM
Division Approval	bvale1	05/04/2018 13:21:06 PM
Department Approval	bvale1	05/08/2018 12:52:30 PM
Contract Manager Approval	bvale1	05/08/2018 13:04:12 PM
Budget Analyst Approval	Pending	
BOE Agenda Approval	Pending	
BOE Final Approval	Pending	

# Nevada Gov eMarketplace

## Bid Information

**Bid Owner** Luke Fritz Senior Purchasing Specialist  
**Email** luke.fritz@cityofhenderson.com  
**Phone** (702) 267-1717  
**Fax**  
  
**Bid Number** RFP 121-17 Addendum 1  
**Title** Economic Development Marketing Plan  
**Bid Type** RFP  
**Issue Date** 07/13/2017  
**Close Date** 8/8/2017 03:00:00 PM (PT)

## Contact Information

**Address** 240 S Water St  
  
**Contact** Henderson, NV 89015  
**Department** Luke Fritz  
**Building** Purchasing  
**Floor/Room**  
**Telephone** (702) 267 1717  
**Fax**  
**Email** Luke.Fritz@cityofhenderson.com

## Ship to Information

**Address**  
  
**Contact**  
**Department**  
**Building**  
**Floor/Room**  
**Telephone**  
**Fax**  
**Email**

## Supplier Information

**Company Name**  
**Contact Name**  
**Address**

**Telephone**  
**Fax**  
**Email**

## Supplier Notes

This Proposal constitutes an offer by the Proposer to enter into a Contract for the scope of work described herein. Execution of this document by the Proposer shall represent that the Proposer is familiar with all local conditions and correlated this knowledge with the requirements of this Request for Proposals. The undersigned Proposer has received, read and fully understands and agrees to all terms, conditions and specifications set forth in the RFP Documents. The Proposer hereby agrees to contract with the City to perform all work/and or furnish all materials specified in the manner and time prescribed in the RFP. By signing below, I certify under penalty of perjury that all information provided to the City is truthful and correct, that I am authorized to sign this document and submit this Proposal on behalf of the Proposer, and that this quotation is genuine, not collusive, and is not made in the interest of or on behalf of any person not herein named.

Signature \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## Bid Notes

The City of Henderson is soliciting Proposals for professional marketing and advertising services with the aim to assist the City in the development, design and implementation of an overall Economic Development Marketing Plan. The purpose of this RFP is to develop a multifaceted Economic Development Marketing Plan with supporting marketing, communications and advertising plans that position the City as a premier community to prospective and existing businesses, visitors and residents.

## Bid Activities

Date	Name	Description
7/15/2017 06:00 AM (PT)	Newspaper Advertisement	This RFP is being advertised in the Las Vegas Review Journal, Legal Notices, on July 15, 2017.
7/25/2017 10:00 AM (PT)	Mandatory Pre-Proposal Meeting	This MANDATORY Pre-Proposal Meeting will be held in the Mayor & Council Boardroom on the 4th floor of City Hall, 240 S Water St, Henderson, Nevada 89015.  Prospective Proposers must attend the Pre-Proposal Meeting in order to submit a Proposal under this RFP. Proposer's who submit a Proposal without attending the Pre-Proposal Meeting will automatically be disqualified and not considered for award.



7/27/2017 05:00 PM (PT)	Questions Cutoff Date & Time	All questions regarding this RFP must be submitted electronically through the NGEM system using the Questions Tab. Questions must be submitted prior to the Question Cutoff Date and Time shown in both the Event Details and Questions Tabs.
8/8/2017 03:00 PM (PT)	Proposal Due Date	Scheduled closing date and time for RFP submittals.
10/3/2017 06:00 PM (PT)	City Council Approval	The City anticipates bringing forth the recommendation of award of this RFP to Henderson City Council for approval on October 3, 2017.

### Bid Messages

Date	Subject	Message
07/24/17	REMINDER: Mandatory Pre-Proposal Meeting	<p>This MANDATORY Pre-Proposal Meeting will be held tomorrow. Prospective Proposers must attend the Pre-Proposal Meeting either in person or via teleconference in order to submit a Proposal under this RFP. Please see the Activities tab for additional information.</p> <p>Teleconference Information:  Call 877-810-9415  Access code: 1818668  (no password needed)</p>
08/30/17	Evaluation Process	After review and evaluation of the ten (10) proposals received in response to the RFP, the City has selected two (2) firms to advance to the next phase of the evaluation process: The Abbi Agency and The Glenn Group.

### Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	COH NGEM Supplier User Guide (Rev 12-2016).pdf	COH NGEM Supplier User Guide (Rev 12-2016)
Header	RFP Terms & Conditions (Rev 6-12-2017).docx	RFP Terms & Conditions
Header	Final Scope of Work.docx	Scope of Work
Header	Standard Contract.docx	Standard Contract (Sample Agreement)
Header	Evaluation Criteria.docx	Evaluation Criteria
Header	Pre Proposal Sign In.pdf	Pre Proposal Attendees Sign In Sheets

### Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Proposal : Please upload your Proposal as ONE COMPLETE PDF FILE with the sections clearly indicated and in the order specified in the Proposal Content section of the Scope of Work.

### Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Acknowledgement of RFP Terms & Conditions	Proposer has read, understands and will comply with the RFP Terms & Conditions, including the Standard Contract, or Proposer has uploaded and included a list of exceptions with the submission of Proposal.	_____ (Required)

Line Items

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# CITY OF HENDERSON

## RFP TERMS & CONDITIONS

### 1. DEFINITIONS

In addition to terms defined elsewhere in the RFP Documents, the following definitions are applicable to the RFP Documents:

**"Addendum"** means an instrument issued by the City via Nevada Gov eMarketplace ("NGEM") prior to the Scheduled Closing Date and Time which modifies or interprets the RFP Documents by addition, deletion, clarification, correction or other type of modification. All Addenda will become part of the executed Contract.

**"Business Day"** means Monday through Thursday, excluding official City holidays.

**"City"** means the City of Henderson, a municipal corporation and political subdivision of the State of Nevada.

**"City Council"** means the governing body of the City.

**"Contract"** means the document substantially in the form of the Standard Contract located under the **Attachments Tab** (a) that is executed by the City and the successful Proposer, (b) to which a Scope of Work, and other applicable exhibits (as agreed to by the City and the Contractor) are attached and (c) does not come into existence until executed by the successful Proposer and the City.

**"Contractor"** means a Proposer who is offered a Contract by the City and enters into that Contract.

**"Evaluation Criteria"** means measures established and used by the City to evaluate Proposals to determine the extent to which each Proposal meets the City's goals, needs, desired outcomes, and/or interests.

**"Law"** means all applicable federal, state and local laws, statutes, ordinances, regulations, rules, codes, orders, policies, standards, guidelines or other governmental requirements, including the Nevada Revised Statutes ("NRS"), Nevada Administrative Code ("NAC"), and Henderson Municipal Code, as amended or that may be enacted or promulgated subsequently.

**"Proposal"** means a complete and properly signed offer from the Proposer to do the Work for the amount or amounts set forth in the offer that is submitted in accordance with the RFP Documents.

**"Proposer"** means the individual or entity submitting a Proposal in response to this Request for Proposals.

**“RFP Documents”** mean the RFP, RFP Terms & Conditions, Scope of Work, Technical Requirements, Evaluation Criteria, Proposal, Standard Contract, and any Addenda.

**“RFP Terms & Conditions”** mean this document entitled “City of Henderson RFP Terms & Conditions.”

**“Request for Proposal”** or **“RFP”** means the City’s invitation through NGEM to individuals and entities to submit a Proposal that will then go through an evaluation process.

**“Scheduled Closing Date and Time”** means the date and time specified on the Close Date & Time located under the **Event Details Tab** in NGEM. The Close Date & Time specified on the **Event Details Tab** shall take precedence over any reference to the Close Date & Time published elsewhere and the reference to time of day refers to local time in Nevada.

**“Work”** means all obligations, duties, requirements, and responsibilities for the successful completion of the Contract by the Contractor, including the furnishing of all goods and/or services required by and in accordance with the Contract.

## **2. ORDER OF PRECEDENCE**

(a) The RFP Documents include various divisions, sections and conditions that are essential parts for the Work to be performed by the Contractor. A requirement occurring in one is as binding as though occurring in all of the RFP Documents. The RFP Documents are intended to be complementary and to describe and provide for a complete scope of Work. In the event there are inconsistencies between the RFP Terms & Conditions, Scope of Work/services, Proposal, Evaluation Criteria, Standard Contract and any Addenda, the following order of precedence shall apply:

- (1) Any Addenda (with those of later date having precedence over those of earlier date)
- (2) RFP Terms & Conditions
- (3) Scope of Work/services
- (4) Proposal
- (5) Evaluation Criteria
- (6) Standard Contract

## **3. PRE-PROPOSAL MEETING**

Pre-Proposal meetings will be held at the City’s discretion. All information regarding any pre-Proposal meeting will be located under the **Activities Tab**. In the event that the City has decided NOT to conduct a pre-Proposal meeting(s), there will be no corresponding information under the **Activities Tab**.

#### 4. QUESTIONS & COMMUNICATION

- (a) All questions regarding this RFP must be submitted electronically through the NGEM system using the **Questions Tab**. Questions must be submitted prior to the Question Cutoff Date and Time shown in both the **Event Details and Questions Tabs**.
- (b) All other communication must be directed to the Purchasing Specialist named in the **Events Tab**. This will ensure that all issues are appropriately coordinated and that all prospective Proposers are afforded equal treatment. Communication with any other City employee, official or representative in regards to this RFP prior to award may be grounds for disqualification.

#### 5. SUBMISSION OF PROPOSALS

- (a) Proposals submitted electronically via NGEM are due no later than the Scheduled Closing Date and Time. Under the NGEM Terms of Use, "submitted" means that the Proposer has (1) provided all required responses and attachments, (2) digitally signed the Proposal on the **Response Submission Tab** and (3) received a confirmation after clicking the "Submit Response" button. After the deadline has passed, the system will not allow Proposers to submit and the server clock will govern. Partial Proposals will not be accepted.
- (b) Pursuant to NRS 332.045.2(d), a written certification is a required part of the Contract pursuant to Section 3 of Nevada Senate Bill 26 (2017)
- (c) Proposers who wish to submit a hard copy Proposal must request submittal forms from the Purchasing Specialist named on the **Event Details Tab**. Hard copy Proposals must be submitted prior to the Scheduled Closing Date and Time in a sealed package plainly marked with the RFP number and title with the name and address of the Proposer plainly marked. Proposals are to be delivered to the front desk of the Finance Department, 240 Water St. MSC 121, Henderson, NV 89015 Monday through Thursday, 9:00 a.m. to 3:00 p.m., excluding holidays. Proposals will be time stamped upon receipt. No Proposals may be submitted after the Scheduled Closing Date and Time. No liability will attach to the City or to any official or employee thereof for the pre-opening of, post-opening of, or failure to open a Proposal not so properly addressed and identified. The City will not accept e-mailed or faxed Proposals. Proposals are not publicly opened (disclosed) until makes a recommendation for award in accordance with NRS 332.061.2.

#### 6. COST OF PROPOSAL

The City will not be liable for, nor will it reimburse, costs associated with Proposal preparation, interviews, presentations, site visits, and correspondence that may or may not result in the award of a Contract as a result of this RFP.

## **7. EXCEPTIONS TO PROPOSAL**

The Proposer shall list any exception(s) to the RFP Documents on a separate document titled "RFP Exceptions" and upload it to the **Response Attachments Tab** for submission with the Proposal. If no exceptions are stated, it will be understood that all conditions of the RFP will be complied with, including those in the Standard Contract, without exception. The City will evaluate any such exceptions in determining award of a Contract.

## **8. PROPOSAL MODIFICATIONS**

Any Proposer may modify a Proposal that has been submitted to the City at any time prior to the Scheduled Closing Date and Time by selecting **Retract** within the online RFP event in NGEM. Once the Proposal is retracted, it is no longer submitted or valid, and the Proposal must then be resubmitted in accordance with the requirements in "SUBMISSION OF PROPOSALS" Section of the RFP Terms & Conditions.

## **9. WITHDRAWAL OF PROPOSAL**

- (a) Proposers may withdraw a submitted Proposal prior to the Scheduled Closing Date and Time (1) for any Proposal submitted electronically, by selecting **Retract** within the online RFP event in NGEM or (2) for any hardcopy Proposal submitted, by providing written notice that Proposer is withdrawing the Proposal to the City at the location identified in and in accordance with process described in Subsection (b) of the "SUBMISSION OF PROPOSALS" Section of the RFP Terms & Conditions.
- (b) No Proposals may be withdrawn for a period of ninety (90) days after the Scheduled Closing Date and Time. All responsive and responsible Proposals received are considered firm offers for the aforementioned time period and may be considered for award by the City.
- (c) In its sole and absolute discretion, the City may allow the Proposer intended for the award of a Contract to withdraw its Proposal if a material mistake of fact on the part of the Proposer has occurred in the preparation of its Proposal, the Proposer provides the City clear and convincing evidence that such a mistake occurred and the Proposer provides the City written notice within two (2) business days. The burden of proving the mistake occurred is on the Proposer. The written notice must include the following: (1) a request to withdraw its Proposal; (2) a detailed description of the nature of the mistake; (3) an explanation of exactly how and why the mistake occurred; and, (4) an explanation of the corrective action that the Proposer implemented, or will implement, to eliminate the possibility of future mistakes. If the foregoing information is not adequately provided to the City's satisfaction, the Proposer shall be prepared to meet with the City within twenty-four (24) hours of notification to further review the request. After reviewing the request and in its sole and absolute discretion, the City may deny the Proposer's request or elect to allow withdrawal of the Proposal by the Proposer without any further implications or penalty.

## **10. LATE PROPOSALS**

NGEM will not allow late Proposals to be submitted or accepted after the Scheduled Closing Date and Time. Hard copy Proposals are time-stamped upon receipt by the City. Any hard copy Proposals submitted after the Scheduled Closing Date and Time will not be considered in the award of the Contract and will be returned to the Proposer.

## **11. GOVERNING LAW**

This RFP, the RFP Documents and any Contract awarded as a result of this RFP are governed by and will be construed in accordance with the substantive and procedural laws of the state of Nevada, without giving effect to its choice or conflicts of law provisions.

## **12. PUBLIC RECORDS**

- (a) The City is a governmental entity and subject to the public records laws and regulations set forth in chapter 239 of the NRS and NAC. Therefore, the City's records are public records and are subject to inspection and copying by any person unless there is an applicable statutory exception or the record is declared by Law to be confidential. The Proposer is advised, and acknowledges, that when a Proposal is recommended by the City for award, the contents become a public record in accordance with NRS 332.061.2 and unless the information is declared by Law to be confidential or is otherwise excluded from the public records disclosure requirements, may be subject to inspection and copying.
- (b) If the Proposer believes any information it submits should be considered confidential or proprietary in nature, or contains trade secrets (as defined in NRS 600A.030), the Proposer shall mark the page or pages that contain such information "CONFIDENTIAL," shall provide a summary sheet on the cover of the Proposal identifying each and every page that contains information so marked, shall represent in writing that protections exist under Law to preserve the integrity, confidentiality and security of the information, and shall specify with particularity the basis thereof. If the Proposer fails to do all of the foregoing, such information shall be deemed not to be confidential.
- (c) If the City receives a public records request that applies to the RFP Documents (either specifically or otherwise), it will analyze the RFP Documents to see if the information so marked may legally be withheld from inspection and copying. The City takes no responsibility and is not liable for release of (1) any information not so marked and summarized or (2) any information that is so marked and summarized but the City determines in its sole and absolute discretion that the City must provide the information because an applicable exception does not apply or the information is not declared by Law to be confidential.



### **13.CONSUMPTION ESTIMATES**

The quantities appearing herein are approximate only and are prepared for the solicitation of Proposals. Payment to the Contractor will be made only for the actual quantities of items furnished/serviced/delivered in accordance with the Contract. It is also understood that the scheduled quantities of items to be furnished/serviced/delivered may be increased, decreased, or omitted without any penalty or in any way invalidating Proposal prices.

### **14.TAXES**

The City is exempt from state use tax, state retail tax and federal excise tax. All Proposals shall be exclusive of such taxes.

### **15.ADDENDA AND INTERPRETATIONS**

- a) If it becomes necessary to revise any part of the RFP Documents, the City will provide an Addendum via NGEM. The City is not bound by any oral representation, clarifications, or changes made in the RFP Documents by the City's employees, unless such clarification or change is provided to Proposers in an Addendum issued by the City's Purchasing Division.
- b) A Proposer who discovers discrepancies in, or omissions in the RFP Documents or finds sections unclear or confusing, should notify the City's Purchasing Division at once in writing. If it should be found necessary, the City will issue an Addendum via NGEM. The City will not be responsible for oral instructions.
- c) A Proposer's failure to so request clarification of any inadequacy, omission or conflict will not relieve the Proposer of responsibility for providing Work at the price in the Proposal. The electronic signing of the Proposal or the signing of a hardcopy Proposal will be considered as implicitly denoting that the Proposer has a thorough comprehension of the full intent and scope of the RFP Documents.
- d) All Addenda issued by the City's Purchasing Division shall become part of the RFP Documents will be made a part of the Contract.
- e) Each Proposer, upon receiving an Addendum, shall review the information contained therein and acknowledge receipt of each Addendum in its Proposal. Proposers shall acknowledge receipt of any Addendum in the transmittal letter included with their Proposals. A Proposer's failure to acknowledge any Addendum in the transmittal letter could result in disqualification and rejection of the Proposal.

### **16.COLLUSION CLAUSE; INTEGRITY OF PROPOSAL**

- (a) Any evidence of agreement or collusion among Proposers or prospective Proposers acting to illegally restrain freedom of competition by agreement to propose a fixed price, or otherwise, shall render the Proposals of such

Proposers void. Advance disclosure of any information to any particular Proposer that gives that particular Proposer any advantage over any other interested Proposer in advance of the Scheduled Closing Date and Time, made or permitted by a member of the City Council or an employee or representative of the City, shall operate to void all Proposals.

- (b) By submitting a Proposal, each Proposer certifies the integrity of the Proposal and that the following representations are accurate and true as of the date of the Proposal and award of the Contract:
- (1) Proposer, and no Proposer officer, employee, representative, agent or consultant, made an offer or promise of (or engaged in a discussion of) future employment or business opportunity to any City official, officer or employee involved with this RFP process; and
  - (2) Proposer, and no Proposer officer, employee, representative, agent or consultant, offered, gave or promised to offer or give money, a gratuity or any other thing of value to any City official, officer or employee involved with this RFP process; and
  - (3) Proposer, and no Proposer officer, employee, representative, agent or consultant, had any influence in the creation of the RFP and had no knowledge of the specific contents of the RFP prior to it being advertised by the City in accordance with NRS 332.045.
  - (4) No City official, officer or employee, directly or indirectly, contributed to (or was involved in) the development of the Proposal.

#### **17. DISQUALIFICATION OF PROPOSER**

Proposers may be disqualified and rejection of Proposals may be recommended by the City for any of (but not limited to) the following causes:

- (a) Lack of signature by an authorized representative on the Proposal.
- (b) Failure to comply with the requirements in the RFP Documents.
- (c) Failure to use the RFP forms furnished by the City, if the Proposer submits a hardcopy Proposal.
- (d) Unauthorized alteration of a Proposal forms, if the Proposer submits a hardcopy Proposal.
- (e) Evidence of collusion among Proposers.
- (f) Unauthorized communication with any City employee, officer or official regarding this RFP, other than the Purchasing Specialist designated herein.
- (g) The public interest would be served by such disqualification.
- (h) Any other reason provided in the RFP Documents or by Law.

## **18. REJECTION OF PROPOSAL**

City reserves the right, for any reason, to reject any and all Proposals received in response to this RFP or cancel this RFP in its entirety. Proposers whose Proposals are rejected will be notified in writing. The Proposer acknowledges that it shall have no property interest in the Contract unless it is the successful Proposer, the City has awarded the Contract, and the Contract has been executed.

## **19. FEDERAL, STATE, LOCAL LAWS**

All Proposers shall comply with all Laws relative to conducting business in the City of Henderson including, but not limited to, licensing, labor and health Laws, and including NRS 338.10 through 338.180, as amended, if applicable.

## **20. MINORITY BUSINESS CLAUSE**

Minority business enterprises will be afforded full opportunity to submit Proposals in response to this RFP and will not be discriminated against on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other protected status in consideration for an award.

## **21. NOTICE OF AWARD**

- (a) Notice of award will be by "Recommendation of Award" issued to the Proposer who submits the Proposal deemed to be most advantageous to the City in accordance with NRS 332.065.1. Recommendation of Award will be issued by the City's Purchasing Division and posted on NGEM. The City reserves the right to award based on the evaluation of the Proposals, to schedule presentations/interviews with a short list of proposers and include that in the City's evaluation of the Proposals, and to award to multiple Proposers, if in the best interest of the City. Final approval to award will be made by the City Council, if required.
- (b) In the event the successful Proposer fails to perform in accordance with the Contract, the City reserves the right to terminate the Contract for good cause, rescind the award, and either resolicit the Work or re-award as allowed by NRS 332.065.3.
- (c) Work shall not commence under the Contract until a fully executed Contract has been received by the Contractor and the Contractor has been given approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at the Contractor's own risk and as a volunteer.

## **22. STANDARD CONTRACT**

It is intended that any Contract awarded as a result of this RFP is expected to contain substantially the same terms and conditions set forth in the Standard Contract. As directed in the "EXCEPTIONS TO PROPOSAL" Section above, Proposer shall set forth any exceptions or modifications to the Standard Contract in its Proposal. Any proposed exceptions or modifications taken to the terms and conditions of the Standard Contract are

subject to review and approval by the City's contracting authorities and will be evaluated and weighed by the City. Proposers are advised to thoroughly read the Standard Contract to assure complete understanding of the terms and conditions. Use of the word "contract" in the RFP Documents does not imply any obligation on the part of the City to enter into a Contract.

### **23. USE BY OTHER ENTITIES**

NRS 332.195 allows that the state of Nevada and local governments may use the contracts of other government entities upon approval from the Contractor. The City is in no way liable for the obligations of any other entity utilizing any contract awarded as a result of this RFP.

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**ECONOMIC DEVELOPMENT MARKETING PLAN**

<b>SCOPE OF WORK</b>
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**PROJECT OVERVIEW AND GOAL**

The City of Henderson is soliciting Proposals for professional marketing and advertising services with the aim to assist the City in the development, design and implementation of an overall Economic Development Marketing Plan. The purpose of this RFP is to develop a multifaceted Economic Development Marketing Plan with supporting marketing, communications and advertising plans that position the City as a premier community to prospective and existing businesses, visitors and residents.

**BACKGROUND AND STATISTICS**

The City of Henderson, incorporated in 1953, is the second largest city in Nevada with an estimated population of 291,432. The City currently covers more than 105 square miles, nestled among three of the most renowned man-made attractions in the world – the Las Vegas Strip, the Hoover Dam, and Lake Mead Recreational Area. It is also just a short drive from one of the nation's busiest airports, McCarran International Airport, serving more than 45 million passengers annually.

The City of Henderson is proud to be included on the following lists:

- America's Best Places to Live (MONEY and Liveability.com)
- America's Best Cities (Business Weed)
- Top 10 Tech-Savvy Cities (Center for Digital Government)
- Top 10 Most Appealing Cities in the Nation (Vocativ)
- Best Cities for Snowbirds and Retirees (Apartments.com)
- 35 Best Cities for People 35 and Under (Vocativ)
- 10 Best Cities to Raise Children (MyLife.com)
- Best Places to Start a Business (WalletHub.com)
- Top 10 Safest Cities (Law Street Media)
- Safest Cities in Nevada 2017 (Alarms.org)

Henderson is a progressive and vibrant city committed to maintaining premier amenities and services for all who choose to live, learn, work, and play in Henderson... a place to call home.

In Henderson, Sixty-Nine (69) percent of housing is comprised of single-family homes, and nearly one-third of residents have received at least a college degree. The population is closely divided between women and men, and the largest age group is 40- to 50-year-olds. In addition, Henderson residents enjoy an average income level that exceeds that of the country by twenty-three (23) percent.

Henderson continues to grow. A total of 2,184 residential building permits were issued in 2016, a twenty-two (22) percent increase from the previous year. The City is home to

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fourteen (14) business parks/industrial centers and six major retail corridors.

Henderson has additionally become known as an exciting and premier festival and meetings destination with an estimated 300,000 event attendees annually. Henderson offers over 4,600 guest rooms, 250,000 square feet of meeting space citywide, seven (7) championship golf courses, unique visitor attractions, diverse outdoor activities, and an array of shopping and dining experiences.

Location and Transportation

Henderson is located fifteen (15) minutes from the world famous Las Vegas Strip and stretches over 100 square miles from Lake Las Vegas to the east and Interstate 15 on the west. Located in booming Clark County, Nevada, Henderson is conveniently situated between five major Southwest markets: Los Angeles, Phoenix, Salt Lake City, San Diego and San Francisco. Henderson's easy access to McCarran International Airport, ranked among the ten (10) busiest airports in the nation, served more than 23.3 million passengers in FY2016. Major carriers serving the Henderson/Las Vegas area include AeroMexico, Air Canada, Allegiant, American Airlines, British Airways, Delta, Hawaiian, JetBlue, Korean Air, Southwest Airlines, United Airlines, and Virgin America.

Land

Vacant land accounts for nearly forty (40) percent of the total land within Henderson city boundaries. Existing infrastructure, competitive rates, and reliability are important considerations for new commercial and industrial operations. Henderson is a relatively young community and hosts some of the most technologically advanced water and sewer treatment facilities. A highly competitive market for communications technology and the underlying infrastructure is making Henderson businesses some of the best connected in the country. Commercial and industrial electrical rates in Henderson are among the best when compared against other major utilities in the desert southwest and California cities.

Union Village

The first master planned, integrated Health Village in the world offers a world-class hospital complex and health center, residential, entertainment and specialty retail space, a senior retirement community and a civic and cultural arts center.

Henderson Executive Airport

A convenient alternative to McCarran International Airport, the Henderson Executive Airport is a premier business aviation facility. More than \$30 million has been invested in the Henderson Executive Airport to meet the growing demand for aviation facilities and services in Southern Nevada.

West Henderson

West Henderson is the premier destination for economic development and livable neighborhoods through integrated mobility solutions, vast recreation amenities, and

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diverse housing opportunities. The area encompasses mostly vacant land and is bounded by Las Vegas Boulevard to the west, St. Rose Parkway to the north, the master planned communities of Seven Hills and Anthem to the east, and the Sloan Canyon National Conservation Area to the south. The total area encompasses over 12,600 acres and offers a range of product and place types to attract and retain future employers, employees, entrepreneurs, and investors.

**TERM OF CONTRACT**

Upon completion of the City's approval process, the contract will proceed through December 31, 2021. The City reserves the right to extend the contract for two (2) two-year option periods.

**SCOPE OF WORK**

The selected Proposer(s), with input from the City, will develop a marketing identity and strategy for Economic Development that aligns with the City's mission and goals and complies with the requirements of this RFP. The Proposer(s) will absorb all costs incurred in the preparation and presentation of their Proposal(s).

The scope of work for the selected Proposer(s) shall include, but will not be limited to the following:

1. Assess and research the City's unique characteristics including location, favorable tax structure, high service levels, high satisfaction ratings, current marketing and communication strategies, development and redevelopment opportunities, promotional methods and tools for the City including Union Village, West Henderson and Henderson Executive Airport, the City's online presence, and current position in the marketplace.
2. Conduct workshops/interviews with:
  - a. Elected officials
  - b. City staff
    - i. City Manager's Office
    - ii. Economic Development
  - c. Community stakeholders
  - d. City's business/industry leaders
3. Develop a comprehensive brand identity platform to include positioning statement/tagline/slogan, Economic Development logo and visual identity, graphic assets, core messaging and a catalog of assets to promote the brand, all of which shall become the property of the City.
4. Devise and recommend effective means of establishing and promoting the new brand in printed materials, advertising, signage, and digital media.

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5. Develop an online and social media strategy that integrates with the City's social media profiles and presence on platforms such as, but not limited to Facebook, Twitter, YouTube, Instagram, LinkedIn, Pinterest, etc.
6. Develop and implement effective means of introducing and engaging the brand to City employees, the local community and various stakeholder groups.
7. Implement methods to measure and track effectiveness of marketing and public relations plans/campaigns and develop key performance indicators.
8. Present a multi-year plan to incorporate the items listed above. Identify short- and long-term strategies to effectively deliver brand messaging.

With the assistance of the City and its legal counsel, Contractor shall identify existing laws, ordinances and other legal and regulatory guidelines that impact implementation of identified marketing/communications and advertising plans.

**General Requirements**

1. Marketing plan must be consistent with the City's character, values and service priorities.
2. All agreements shall be subject to, and comply with, all state, federal and local laws, ordinances, rules, and regulations.
3. Selected proposer shall obtain approval by the designated City representative for all promotional content, announcements, advertisements, signage, display infrastructure, and related marketing materials prior to use.
4. The primary goal of the Economic Development Marketing Plan is to develop a brand, messaging and framework for delivering the brand story over time to a variety of audiences.

**Specific Requirements**

Tasks may entail visiting City facilities, conducting online/intercept/phone surveys/focus groups, interviewing City staff and elected officials, conducting primary research and data collection, assessing comparable and neighboring cities and municipalities, assessing local, regional and state economic development authorities, and reviewing existing marketing and outreach efforts, the City's online presence, policies and administrative regulations.

The selected Proposer(s) will be expected to work closely with the assigned City representative and other City officials to accomplish the tasks of this project. After consultation with the City's representative, the selected Proposer will present the Economic Development Marketing Plan, a proposed timeline to City management, City



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Council, the media, and others as requested.

**Phase One: Research and Development**

Key deliverables include:

1. Research summary
2. Brand positioning statement

**Phase Two: Branding and Messaging**

Key deliverables include:

1. Three original logos and taglines
2. Process and timeline for community feedback/reactions to ideas and validation
3. Development of a full identity style guide directing the most effective use of the logo and tagline and a catalog of approved creative assets to promote the brand
4. Key messages for introducing and embedding the brand to targeted audiences

**Phase Three: Execution**

Key deliverables include:

1. Brand execution
2. Launch comprehensive multimedia marketing and communications plans
3. Develop collateral and advertising material
4. Implement methods to track effectiveness
5. Support City staff in preparing and responding to media inquiries

**COMPENSATION AND OTHER COSTS**

Any costs (e.g., retainers, monthly, flat) must be broken down by phase and include all costs for developing and implementing the Economic Development Marketing Plan.

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<b>PROPOSAL CONTENT</b>
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**PROPOSAL CONTENT**

Proposals submitted in response to this RFP must include the following information in order with the sections easily identified.

Proposals submitted electronically via NGEM are to be uploaded as one (1) complete document to the Response Attachments Tab.

**SECTION 1. EXECUTIVE SUMMARY**

Please provide a transmittal letter that includes an overall executive summary, not to exceed two (2) pages, outlining the major points of the proposal and distinguish Proposer's services from competitors. Please include the Proposer's size, age and organizational structure; acknowledge receipt of any RFP addenda; and signature of an authorized representative. Include the address and phone number of the Proposer's office, as well as name, title, phone number, and email address of the individual(s) assigned to the project.

**SECTION 2. EXPERIENCE/WORK SAMPLES**

Provide three work examples, preferably one of which is for a public entity, of projects executed within the last three (3) years that involved services similar to those listed in Scope of Services of this RFP. For each example, provide the following:

- Scope and goals of the project and how success was measured
- Samples from the project
- Description of Proposers role on the project and, if applicable, a description of the work done by any and all subcontractors
- Identify the Key Personnel who worked on the project and their role
- List the references for each project: client name, address, telephone number, email, and dates of service
- Fee structure and payment arrangement for the services listed

**SECTION 3. CURRENT SERVICES PROJECTS**

Present a list of projects that the Proposer is currently contracted for, including the name, type, location, and owner (include all contact information). Explain Proposer's workload capacity and level of experience commensurate with the level of service required by the City.

**SECTION 4. KEY PERSONNEL**

The City will expect that the Proposer will provide adequate experienced personnel, capable of and committed to the successful completion of the Scope of Work to be performed under the Contract. Provide the name, qualifications and function of the individuals who will provide the requested services, include resumes. List and submit copies of any designations, certifications or other documentation supporting that the

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Proposer and assigned personnel are qualified to perform the services specified in this RFP. The Proposer will not remove or replace key personnel without first obtaining the written consent of the City.

**SECTION 5. SUBCONTRACTORS**

Proposer shall note any services that will be subcontracted and shall provide proof of subcontractor's technical expertise and experience.

**SECTION 6. PROJECT WORK PLAN**

The Proposal shall clearly outline milestones, key dates and activities needed to deliver the project. Describe each of the proposed phases, activities, tasks and deliverables that the Proposer and/or City should execute to achieve success. Include the resources needed to complete associated activity and/or task.

**SECTION 7. FEE**

Include proposed fee structure (e.g., retainers, monthly, flat, commission), and payment arrangements. The City reserves the right to negotiate all cost and payment arrangements with the successful Proposer.

**SECTION 8. EXCEPTIONS**

Exception(s) to the RFP Documents shall be listed in this section of the Proposal titled "RFP Exceptions." If no exceptions are stated, it will be understood that all conditions of the RFP will be complied with, including those in the Standard Contract, without exception. The City will evaluate any such exceptions in determining award of a Contract.

## EVALUATION CRITERIA

Proposals will be evaluated based on the thoroughness of responses. This includes, but is not limited to:

- **Work Plan:** Depth of Proposer's understanding of the City's goals and requirements and overall methodology, quality, logic, and thoroughness of the proposed work plan.
- **Fee:** Reasonableness of the fee structure in relation to the Services proposed. Description of the fee structure; adequacy of data in support of figures quoted.
- **Qualifications of the Proposer:** Experience in performing work of a closely similar nature, strengths and stability of the Proposer, experience and technical competence of subcontractors (if applicable).
- **Past Performance:** Assessment of client references, and experience working with public agencies. Demonstration of innovation, vision and creativity.
- In the event any reference is found to be unsatisfactory, the City of Henderson reserves the right to reject the Proposer's offer.
- **Staffing and Project Management:** Qualifications of key personnel and especially the Project Manager. Key personnel's level of involvement in performing related work and adequacy of labor commitment.
- **Exceptions:** Impact of exceptions taken by Proposer.

The evaluation criteria will not be ranked or weighted in the order listed.

The City will establish an Evaluation Committee which will hold the responsibility of reviewing all responses, conducting any interviews, and ranking the proposers. Based on the Evaluation Committee's review of the initial proposals, the City may recommend award based on submitted proposal to City Council; establish a "short list," or competitive range; or reject all proposals.

The City will not be liable for, nor will it reimburse, costs associated with proposals or associated interviews or correspondence that may or may not result in the award of a contract.

## ATTACHMENT BB

### INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- |   |             |
|---|-------------|
| • General Aggregate                         | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury           | \$1,000,000 |
| • Each Occurrence                           | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Governor's Office of Economic Development, Attention: Business Office, 808 W. Nye Lane, Carson City, Nevada 89703**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Governor's Office of Economic Development, Attention: Business Office, 808 W. Nye Lane, Carson City, Nevada 89703**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

## GOED + THE ABBI AGENCY SCOPE OF WORK

**Client/Project Name:** Governor's Office of Economic Development Cost Proposal Phase 1

**Point of Contact:** Abbi Whitaker, Co-Founder and Connie Anderson, Dir. of Public Involvement

### Phase 1 Goal

As the Governor's Office of Economic Development has evolved, the perception of the economic development industry changes, and needs in Nevada change, GOED must develop a unified message and marketing strategy to combat these challenges.

### Phase 1 Action Steps

#### Step 1: Research & Discovery

The Abbi Agency will undergo its proprietary three-step research and discovery phase aimed at identifying the perception, aspirations and understanding of the Office. This includes a review of information and assets created by GOED as it pertains to the scope of this project. This phase would conclude with a summary of research and a firm understanding of the opportunities and threats.

The three-step process is described below:

1. **Internal Interviews:** Interview a wide variety of leadership and employees of GOED across disciplines to determine consistency in messaging, needs, and aspirations.
2. **External Interviews:** Identify external stakeholders for 30-minute Q&As. Possible stakeholders include other governmental agencies, media, business owners, site selectors and others.
3. **Survey Development:** Conducted of current owned audiences in order to determine message penetration and next steps for evolution as well as effective marketing strategies.

Deliverables:

1. Research Summary and Analysis
2. Updated Mission and Vision Statements
3. Message Map

#### Step 2: Integrated Marketing Communications Plan Development

All research insights will be outlined in a marketing communications plan to establish an integrated plan guiding the strategic marketing outreach for the Office moving forward. In addition to developing ongoing foundational messages and consistent communications for the Office, it will identify strategic goal-oriented campaigns to support and expand the effectiveness of current or new initiatives undertaken by the Office.

Deliverables:

1. Integrated Marketing Communications plan to include executive summary, target personas, message map, major strategies and tactics.

## GOED + THE ABBI AGENCY SCOPE OF WORK

### Phase 2: Integrated Marketing Communications Execution

The integrated marketing communications plan will identify strategies for each of the following categories. The Abbi Agency will work with GOED to manage and execute the following deliverables:

- Marketing Campaign Development and Execution
- Creative Campaign Development and Evolution
- Graphic Design Services
- Website Maintenance
- Newsletter/CRM Management
- Media Buy
- Social Media Management and Execution
- Stakeholder Education, Engagement and Advocacy
- Multi-Media Development

### Budget & Timeline

The total not-to-exceed contract amount will be \$300,000 and will be from in place from full-execution of the document through June 30, 2020.

The Phase 1 Action Steps will be conducted on a project basis with the following costs being spread equally across the duration of the three-month timeline anticipated to complete this project.

- Research & Discovery: \$24,000 (one-time fee, billed in three parts).
- Integrated Marketing Communications Plan Development: \$24,000 (one-time fee, billed in three parts).

Project Management: \$3,000 per month starting July 1, 2018 for twenty-four (24) months = \$72,000.

Remaining funds for future phases and marketing activities identified after the completion of Phase 1 activities: \$180,000.

Invoices are sent on the 1<sup>st</sup> or 15<sup>th</sup> of each month. Invoices are officially due 30 days from their receipt.



**AGREEMENT  
ECONOMIC DEVELOPMENT MARKETING PLAN  
CMTS #20154**

This agreement ("Agreement") is made and entered into by and between the City of Henderson, a municipal corporation and political subdivision of the State of Nevada ("CITY") and The Abbi Agency ("CONSULTANT").

**RECITALS**

**WHEREAS**, the CITY requires professional marketing and advertising services, as more particularly described in Exhibit A (the "Services" or "Scope of Services"); and

**WHEREAS**, the CITY issued a Request for Proposals entitled RFP 121-17 Economic Development Marketing Plan; and

**WHEREAS**, the CITY has selected the CONSULTANT in accordance with Nevada Revised Statutes ("NRS") Chapter 332, Chapter 338, Chapter 623, and/or Chapter 625, as applicable; and

**WHEREAS**, the CONSULTANT represents that it has the experience, knowledge, labor, and skill to perform the Services; and

**NOW, THEREFORE**, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties agree as follows:

**AGREEMENT**

**SECTION 1. DESCRIPTION OF SERVICES**

- (a) The CONSULTANT shall perform the Services in accordance with the terms and conditions set forth herein. The CONSULTANT shall be solely responsible for the means, methods, and procedures of performing the Services.
- (b) The CITY and the CONSULTANT recognize the Services may require modification due to unforeseen events that may be encountered. Therefore, an amendment to this Agreement may be prepared, negotiated, and executed by the parties in accordance with the terms of this Agreement if there has been or is to be a significant change, including but not limited to:
  - (1) Scope, complexity, or character of the Services to be performed;
  - (2) Conditions under which the Services are required to be performed, such as a change in applicable standards or a change in available base data that would require significant additional work to successfully complete the Agreement; or

- (3) Duration of work if the time period for completion of the Services warrants such adjustment.

Any modification required by the CITY that results in a change in the Services will also be specified in an amendment to this Agreement which will set forth the nature, scope, and payment therefore.

## **SECTION 2. COMPENSATION AND MANNER OF PAYMENT**

The CITY agrees to pay the CONSULTANT for the Services based on the fees/rates outlined in the Fee Schedule attached hereto as Exhibit B, a not-to-exceed sum of Five Hundred Thousand Dollars (\$500,000.00) annually, which sum includes all fees for time and labor for salaries, overhead, materials, travel, equipment, licenses, direct non-salary expenses incurred by the CONSULTANT, and actual approved subconsultant costs.

It is expressly understood that all Services must be completed by the CONSULTANT, and it is the CONSULTANT's responsibility to ensure that hours and tasks are properly budgeted so that all Services are completed for the total not-to-exceed amount set forth above.

The CONSULTANT, as a prerequisite to the obligation on the part of the CITY for payment of fees provided herein, must submit monthly invoices describing the Services performed during the preceding month. Invoices must list all direct and non-direct costs, identify names and titles of individuals, and hours worked. The CITY shall pay the CONSULTANT all undisputed amounts within thirty (30) days of the CITY's receipt and approval of properly submitted invoice(s). All invoices shall reference the CITY's applicable purchase order number. The CITY may offset any such payment to reflect amounts owing from the CONSULTANT to the CITY pursuant to this Agreement.

## **SECTION 3. TIME OF PERFORMANCE**

- (a) This Agreement shall be effective on the Effective Date (defined below) and will continue to be in effect until December 31, 2021 ("Initial Term"), unless terminated earlier in accordance with the terms herein. The "Effective Date" is the later of the date of Henderson City Council action (if required and as reflected on the signature page) or the date the CITY signed this Agreement, as reflected on the signature page or recorded through DocuSign. The CITY may unilaterally extend this Agreement for up to two (2) additional two-year periods upon written notice to the CONSULTANT (each, an "Extension Term" and together with the Initial Term, the "Term").

The CITY has the right to extend this Agreement for an additional ninety (90) days from its expiration for any reason.

- (b) Neither the completion of the Services nor any earlier termination of this Agreement shall impact any replacement or re-performance of a Nonconforming Service, representations, indemnities, insurance requirements, confidentiality obligations, termination obligations

or other obligations which by their own terms are intended to survive the completion of the Services, all of which shall continue in full force and effect after the Term.

#### **SECTION 4. SUSPENSION OF SERVICES**

The CITY may suspend performance by the CONSULTANT under this Agreement for such period of time as the CITY, at its sole discretion, may prescribe by providing written notice to the CONSULTANT at least ten (10) days prior to the date on which the CITY wishes to suspend. The CONSULTANT shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from the CITY to resume performance, and the time period for the CONSULTANT's performance of the Services shall be extended by the amount of time such performance was suspended. If the CITY delivers notice of its intent to suspend services under this Agreement, the CONSULTANT shall suspend performance of the Services on a schedule acceptable to the CITY. If suspension is for the CITY's convenience, the CITY shall pay the CONSULTANT for all the Services performed and an equitable amount for incremental costs incurred by the CONSULTANT as a result of the suspension; provided, however, that if the suspension is due to the CONSULTANT's failure to comply with this Agreement, no such payment shall be made.

#### **SECTION 5. TERMINATION FOR CONVENIENCE**

The CITY may terminate this Agreement in whole or in part at any time without cause prior to completion of the Services or the Term by sending to the CONSULTANT written notice of such termination. Upon such termination, the CITY shall pay to the CONSULTANT, in full satisfaction and discharge of all liabilities and obligations owed the CONSULTANT, an equitable amount for all Services satisfactorily performed by the CONSULTANT as of the date of termination plus the actual cost for any charges incurred by the CONSULTANT that cannot be canceled or reasonably mitigated. In that notice, the CITY shall specify whether it is terminating this Agreement in whole or in part and the effective date of Agreement termination. The CITY shall not be liable for anticipated profits based upon Services not yet performed.

#### **SECTION 6. TERMINATION FOR CAUSE**

- (a) The occurrence of any of the following events constitutes a default by the CONSULTANT (an "Event of Default"):
  - (1) A breach by the CONSULTANT of any material term, condition, or covenant contained herein, if such breach continues uncured for a period of ten (10) days after receipt of written notice from the CITY, unless such breach cannot by its nature be remedied within such period in which event the CONSULTANT shall provide evidence reasonably satisfactory to the CITY within ten (10) days after receipt of such notice that the cure of such breach has commenced and the CONSULTANT thereafter makes reasonable and continuous progress to that end. For purposes of this Agreement, such a breach by the CONSULTANT shall be deemed to include, without limitation, the CONSULTANT's refusal or neglect

to supply sufficient and properly skilled labor or subconsultants, the CONSULTANT's refusal or neglect to perform the Services in accordance with applicable standards, or the CONSULTANT's failure in any respect to prosecute the Services or any part thereof with promptness, diligence and in accordance with all of the material provisions hereof; or

- (2) CITY's determination that any representation, statement or covenant made by the CONSULTANT in this Agreement, or in any other statement, report or document that the CONSULTANT is required to furnish to the CITY, was false or misleading in any material respect; or
  - (3) The occurrence of any of the following: (a) the filing by or against the CONSULTANT of a proceeding under any bankruptcy or similar Law (defined below), unless such proceeding is dismissed within thirty (30) days from the date of filing; (b) the making by the CONSULTANT of any assignment for the benefit of creditors; (c) the filing by or against the CONSULTANT for a proceeding for dissolution or liquidation, unless such proceeding is dismissed within thirty (30) days from the date of filing; (d) the appointment of or the application for the appointment of a receiver, trustee or custodian for any material part of the CONSULTANT's assets unless such appointment is revoked or dismissed within thirty (30) days from the date thereof; (e) the attempt by the CONSULTANT to make any adjustment, settlement or extension of its debts with its creditors generally; (f) the insolvency of the CONSULTANT; or (g) the filing or recording of a notice of lien or the issuance or the obtaining of a levy of execution upon or against a material portion of the CONSULTANT's assets, unless such lien or levy of execution is dissolved within thirty (30) calendar days from the date thereof; or
  - (4) The CONSULTANT, in the reasonable opinion of the CITY, has experienced a material adverse change in the CONSULTANT's financial condition or the CONSULTANT's ability to fulfill its obligations under this Agreement.
- (b) Upon the occurrence of any Event of Default, following the giving of any notice and the expiration of any cure period expressly provided in Subsection (a)(1) above, the CITY shall be entitled upon written notice to the CONSULTANT – without notice to the CONSULTANT's sureties and without limiting any of the CITY's other rights or remedies – to terminate this Agreement or to terminate the CONSULTANT's right to proceed with that portion of the Services affected by any such default.
  - (c) Upon receipt of any such written notice of termination of the entire Agreement or of any right to proceed with any portion of the Services following the applicable process described in this Section, the CONSULTANT shall, at its expense, assess the status of any deliverables still due, preserve any Services performed, and deliver to the CITY any partially-completed Services performed by the CONSULTANT and any subconsultant, including without limitation documentation, software source media, flow charts, documents and other deliverables.

- (d) In the event of such termination, the CITY may finish the Services by whatever method the CITY may deem expedient including: (1) the CITY may hire a replacement consultant(s) to complete the remaining Services that the CONSULTANT was otherwise obligated to complete under the Agreement using such form of agreement as the CITY may deem advisable; or (2) the CITY may itself provide any labor or materials to complete the Services.
- (e) In the event of such a termination, the CITY may suspend all payments otherwise due to the CONSULTANT hereunder and the CITY has no further obligation to pay the CONSULTANT for the Services, except for payment of the reasonable value for all Services satisfactorily performed to the date of termination. However, the CITY is not obligated to make any such payment until after all Services are completed to the CITY's satisfaction.
- (f) If the CITY terminates this Agreement and finishes the Services pursuant to Subsection (d) above and the total cost of completing the Services, including all payments made to the CONSULTANT, is less than the total amount budgeted for this Agreement by the CITY, then the CITY shall pay to the CONSULTANT, within thirty (30) days after the completion of the Services, the amount of any payment that would otherwise (*i.e.*, in the absence of the default) be due to the CONSULTANT for any Services performed by the CONSULTANT prior to termination. If the CITY terminates this Agreement and finishes the work pursuant to Subsection (d) above and the total cost of completing the Services, including all payments made to the CONSULTANT, is greater than the total amount budgeted for this Agreement, then the CONSULTANT shall pay the amount by which the total cost of completing the Services exceeds the total amount budgeted to the CITY within thirty (30) days after CITY provides an invoice to the CONSULTANT.
- (g) All rights and remedies provided in this Section are cumulative, and are not exclusive of any other rights or remedies that may be available to the CITY, whether provided by Law, equity, in any other agreement between the parties or otherwise. Upon the occurrence of an Event of Default, following the applicable process described in this Section, the CITY shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that the CITY may have against the CONSULTANT under this Agreement, at Law, in equity or pursuant to another agreement between the parties. "Law" means all applicable federal, state and local laws, statutes, ordinances, regulations, rules, codes, orders, policies, standards, guidelines or other governmental requirements, including the NRS, Nevada Administrative Code ("NAC"), and Henderson Municipal Code, as amended or that may be enacted or promulgated subsequently.
- (h) This Agreement may be terminated by the CONSULTANT in the event the CITY defaults in the due observance and performance of any material term, condition, or covenant contained herein and such default is not cured within thirty (30) days after the CONSULTANT delivers written notice of such default to the CITY, unless such breach

cannot by its nature be remedied within such period in which event the CITY shall provide evidence reasonably satisfactory to the CONSULTANT within ten (10) days after receipt of such notice that the cure of such breach has commenced and the CITY thereafter makes reasonable and continuous progress to that end. For purposes of this Agreement, such a breach by the CITY shall be deemed to include, without limitation, failure to pay an invoice in accordance with the "COMPENSATION AND MANNER OF PAYMENT" Section.

## **SECTION 7. DELAYS**

- (a) Neither party shall be liable for delays caused by a Force Majeure Event; provided, however, that both parties agree to seek to mitigate the potential impact of any such delay. Any delay attributable to a Force Majeure Event shall not be the basis for a request for additional compensation, and the CITY shall not in any case be held liable or responsible to the CONSULTANT for any damage caused by such delay. In the event of any such delay, the required completion date may be extended for a reasonable period not exceeding the time actually lost by reason of the Force Majeure Event. A "Force Majeure Event" means a delay caused by fire, flood, storm, earthquake, strikes, labor disputes, war, acts of vandalism, destruction, public disobedience, terrorism, the action of civil or military authorities, or other events: (1) that are not reasonably foreseeable as of the Effective Date; (2) that are attributable to a cause beyond the control and without the fault or negligence of the party incurring such delay; and (3) the effects of which cannot be avoided or mitigated by the party claiming such delay through the use of commercially reasonable efforts; provided that economic hardship, including lack of money, downturn in the economy, or credit and changes in exchanges rates, does not constitute a Force Majeure Event.
- (b) If the CONSULTANT is actually delayed in its performance of the Services by the actions or omissions of the CITY (excluding the CITY's good faith exercise of rights and remedies provided under the Agreement or a Force Majeure Event), or by changes ordered with respect to the Services, and if the CONSULTANT is able to prove that it has used all reasonable means to avoid or minimize the effects of the delay, then the deadline to complete the Services shall be equitably adjusted to reflect the impacts of such CITY-caused delays. The CITY may, at its discretion, in lieu of granting an extension of time, require the CONSULTANT to regain the schedule whereby the CITY shall compensate the CONSULTANT for all additional, actual costs reasonably incurred thereby. No adjustment under this Subsection (b) shall be made for any delay to the extent that it is caused or contributed to by the CONSULTANT or performance would have otherwise been delayed by any other cause, including the errors, omissions, fault or negligence of the CONSULTANT.
- (c) If, at any time, the CITY determines the progress of completing the Services is not being performed in accordance with the agreed-upon schedule or reasonably believes CONSULTANT will not complete all Services before the Term expires, the CITY may

direct the CONSULTANT to take corrective actions to ensure the timely and orderly prosecution of the Services, at no additional cost to the CITY.

## **SECTION 8. CORRECTION OF WORK**

If any deficiency, error, or omission in the Services, including any deliverable, is found or, in the CITY's opinion, fails to conform to the requirements in this Agreement, whether during or after the Term (each a "Nonconforming Service"), the CONSULTANT shall expeditiously and at no expense to the CITY, re-perform or replace the Nonconforming Service and make any necessary corrections so as to conform with the requirements herein. If the CONSULTANT fails to expeditiously make any replacement or re-performance as required herein, the CITY may conduct the necessary work at the CONSULTANT's expense, and the CONSULTANT shall reimburse the CITY for the cost of any replacement or re-performance performed by the CITY and a CITY contractor. If a Nonconforming Service is used or otherwise relied upon by the CITY or a CITY contractor and any other work is performed, the CONSULTANT shall reimburse the CITY for all costs incurred by the CITY to have that work re-performed and replaced so that such work uses Services that conform with the requirements in this Agreement. The CONSULTANT shall reimburse the CITY by paying the amount invoiced by the CITY within thirty (30) days after the CITY provides an invoice(s) to the CONSULTANT. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION 9. STANDARD OF CARE**

The CONSULTANT covenants that all Services performed, including deliverables supplied, shall conform to the specifications, drawings, samples, and other descriptions set forth in this Agreement, shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of CONSULTANT's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed and deliverables supplied, and do not infringe the intellectual property rights of a third party. The foregoing covenants are not intended as a limitation, but are in addition to all other express covenants set forth in this Agreement and such other warranties as are implied by Law, custom, and usage of trade.

## **SECTION 10. OWNERSHIP OF DOCUMENTS**

All materials, drawings, specifications, reports or other documents given, prepared, or assembled by the CONSULTANT, which are related to the performance of this Agreement, are deemed to be the property of the CITY when prepared, whether delivered to the CITY or not, and shall, together with any materials furnished to the CONSULTANT and its personnel by the CITY hereunder, be delivered to the CITY upon request, and, in any event, upon termination or final acceptance of the Services. The CONSULTANT agrees that all such work prepared by it, or its employees, agents or subconsultants of any tier, or their employees, under this Agreement which is subject to protection under copyright Laws constitutes "work made for hire," all copyrights to which belong to the CITY. In any event, the CONSULTANT assigns to the CITY all intellectual property rights in such work whether by way of copyright, trade secret or otherwise, and whether

or not subject to protection by copyright Laws. The CONSULTANT shall retain all rights to its preexisting standard details, specifications, computer software or other intellectual property. Such preexisting materials are hereby licensed to the CITY, through a fully paid, worldwide, royalty-free, non-exclusive and perpetual license, for (a) the CITY's own use for the Services that are the subject of this Agreement to the fullest extent necessary to accomplish the purposes of this Agreement and (b) any future use, replacement, or correction of the Services. However, the CONSULTANT may keep copies of these documents for its files, subject to the "CONFIDENTIALITY" Section. If CONSULTANT or a subconsultant labels a document owned by the CITY as the CONSULTANT's (or a subconsultant's) proprietary or confidential document, such label shall be deemed void. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION 11. INSURANCE**

- (a) The CONSULTANT, upon request, shall furnish the CITY within ten (10) business days with a Certificate of Insurance signed by an authorized representative, as well as any endorsements affecting the coverage required by this clause. All deductibles and self-insured retentions(s) shall be fully disclosed in the Certificates of Insurance.

All insurance coverage required herein must be written by a company with a current A.M. Best's rating of not less than A:VII.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY.

The CONSULTANT shall include all subconsultants as insured under its policies or shall furnish separate certificates or endorsements for each subconsultant. All coverage for subconsultants shall be subject to all above requirements.

The CONSULTANT and each subconsultant, at its own cost, shall maintain in full force and effect throughout the term of this Agreement the following insurance coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

- (1) Commercial General Liability: This policy shall include bodily injury, property damage and broad form contractual liability coverage:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

- (2) Automotive Liability: This policy shall provide coverage for bodily injury and property damage for any owned, hired, leased, borrowed, and non-owned vehicles used in the performance of this Agreement:



Combined single limit for bodily  
injury and property damage for  
each occurrence: \$2,000,000

- (3) Professional Liability Insurance (Errors and Omissions): This policy shall include coverage for the activities and any errors or omissions of CONSULTANT's professional staff, including those positions identified in any of the exhibits to this Agreement, in connection with the Services and any other work performed by CONSULTANT in connection with this Agreement. These are minimum limits and could be increased to be commensurate with the Services:

Each Claim: \$1,000,000  
Annual Aggregate: \$2,000,000

If the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants and shall ensure that any retroactive date under that policy shall precede the Effective Date and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time the Services are completed and accepted by CITY.

- (4) Workers' Compensation and Employer's Liability:

Workers' Compensation: Statutory

Employers' Liability:

Each Accident: \$1,000,000  
Disease/Employee: \$1,000,000  
Disease/Policy Limit: \$1,000,000

- (b) The commercial general liability and automotive liability policies are to contain, or be endorsed to contain, the following:
- (1) The CITY, its officers, officials, employees, agents, and volunteers are to be covered with respect to: liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT, premises occupied or used by the CONSULTANT (its officers, employees, agents, subconsultants). The coverage shall contain no special limitations on the scope of protection afforded to the CITY.
  - (2) For any claims related to this Agreement, the CONSULTANT's coverage shall be primary and non-contributory with respect to all other available sources and with respect to the CITY, its officers, officials, employees, volunteers and agents.

- (3) The CONSULTANT's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) Should any of the described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions (pursuant to ISO ACORD Form 25, current revision), and in such event CONSULTANT shall promptly provide written notice to the CITY. If any of the insurance coverage required hereunder is canceled and not replaced, reduced or restricted, the CITY reserves the right to terminate this Agreement for cause without penalty or further obligation or liability to the CONSULTANT.

## **SECTION 12. INDEMNITY**

- (a) The CONSULTANT specifically and expressly agrees (at no cost to an Indemnatee) to indemnify, defend, and hold harmless the CITY and its officers, officials, employees, volunteers, and agents (individually, an "Indemnatee") from and against any and all claims, demands, suits, losses, judgments, expenses, fines, penalties, proceedings, costs and damages of every kind and description, including attorneys' fees and costs (each a "Claim") brought or made against or incurred by any of the Indemnitees caused by, resulting from or arising out of the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT or its employees, agents, representatives or subconsultants of any tier in the performance or nonperformance of the CONSULTANT's obligations under this Agreement or in any way related to this Agreement. The CONSULTANT's indemnity obligations under this Section shall include without limitation:
  - (1) Loss of or damage to any property of the CITY, the CONSULTANT or any third party or to the environment;
  - (2) Bodily injury to, or death of any person(s), including without limitation employees of the CITY, or of the CONSULTANT or its subconsultants of any tier;
  - (3) Claims or amounts arising out of or recovered under workers' compensation, unemployment compensation, or similar Laws or obligations applicable to employees of the CONSULTANT or its subconsultants of any tier;
  - (4) Claims arising from the failure of CONSULTANT or its subconsultants of any tier to comply with a Law; and
  - (5) Claims arising from the violation or infringement of any patent, copyright or uncopyrighted work.

- (b) The CITY must give the CONSULTANT notice of a Claim promptly after the CITY has actual knowledge thereof, provided that the CITY's failure to give such notice shall not relieve the CONSULTANT of its obligations hereunder except to the extent that the CONSULTANT is materially damaged as a result of its failure to receive actual notice. If the CONSULTANT wishes to settle a Claim, any settlement must not impose any obligations or expense on the CITY, must fully resolve the Claim against the CITY, and must ensure that the CITY receives Services and Documents that are satisfactory to the CITY and functionally equivalent to those the CONSULTANT is obligated to deliver under this Agreement.
- (c) In case any Services or Documents (as defined below), or any combination thereof, constitutes or is alleged to constitute such an infringement or violation or infringement of any patent, copyright or uncopyrighted work and the use of any of the foregoing is enjoined, the CONSULTANT shall, at its expense and through mutual agreement between the CITY and the CONSULTANT, either procure for the CITY the right to continue using said Services and Documents, replace same with non-infringing Services and Documents, or modify the same so they become non-infringing, are satisfactory to the CITY and are functionally equivalent to those the CONSULTANT is obligated to deliver under this Agreement. "Document" means any material, drawing, specification, report or other document the CONSULTANT is obligated to deliver the CITY under this Agreement.
- (d) The CONSULTANT's indemnity obligations owing to Indemnitees under this Section are not limited by any applicable insurance coverage identified in the "INSURANCE" Section or by any limitation of liability provision. The CONSULTANT's indemnity obligations under this Agreement shall not extend to any liability caused by the sole negligence of any of the Indemnitees.
- (e) For purposes of the CITY's enforcement of an indemnity obligation only, the CONSULTANT specifically and expressly waives any immunity under workers' compensation Laws or other employee benefits acts of any state or jurisdiction that conflicts with the CONSULTANT's indemnification obligations in this Agreement. The CONSULTANT acknowledges that this waiver was mutually negotiated by the parties herein.
- (f) The invalidity, in whole or in part, of any of the foregoing Subsections will not affect the remainder of such Subsections or any other Subsections in this Section.
- (g) This Section survives default, expiration, or termination of this Agreement or excuse of performance.

### **SECTION 13. INTELLECTUAL PROPERTY RIGHTS**

In performance of the Services and in connection with the provision of any deliverables, the CONSULTANT must not take any action that would violate or infringe any patent, copyright or

uncopyrighted work. The CONSULTANT represents that (a) it has, and upon completion of the work required under this Agreement will have, all rights necessary with respect to the Services and deliverables (and each part thereof); and (b) the Services and deliverables (and each part thereof) do not and will not violate or infringe any patent, copyright or uncopyrighted work. To the extent the CITY does not own the intellectual property rights in the Services as required by the "OWNERSHIP OF DOCUMENTS" Section, the CONSULTANT grants to the CITY, must obtain and transfer to the CITY, and must cause any subconsultant to grant, obtain, and transfer to the CITY perpetual, fully-paid, worldwide, royalty-free, unrestricted, non-revocable licenses to use, reproduce and modify all intellectual property provided by the CONSULTANT and any subconsultant to the CITY in connection with this Agreement, together with any warranties related thereto. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

#### **SECTION 14. ASSIGNMENT**

The CONSULTANT shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the CITY and any sureties, and any attempted assignment in violation hereof shall be void. Nothing contained herein shall be construed as creating any personal liability on the part of any CITY officer, official, employee, or agent.

#### **SECTION 15. WAIVER**

No consent or waiver, express or implied, by the CONSULTANT or the CITY of any breach or default by the other in the performance of any obligations under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party. Failure on the part of the CONSULTANT or the CITY to complain of any act or failure to act of the other party or to declare that other party in default under this Agreement, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party and that party continues to have the right to enforce each and every provision of the Agreement. Inspection by, payment by, or tentative approval or acceptance by the CITY or the failure of the CITY to perform any inspection hereunder shall not constitute a final acceptance of the Services or any part thereof and shall not release the CONSULTANT of any of its obligations hereunder.

#### **SECTION 16. DESIGNATION OF REPRESENTATIVES**

- (a) Barbra Coffee, Director of Economic Development & Tourism, and Karina Milani, Marketing Manager, are hereby designated as the CITY representatives with respect to the Services. Said representatives shall have complete authority to issue task orders, transmit instructions, receive information, and provide interpretations of CITY policies and decisions with respect to the Services.
- (b) The CONSULTANT hereby designates Abbi Whitaker, President, as its authorized representative and coordinator having responsible charge of all Services. Said

representative or coordinator shall have complete authority to act on behalf of the CONSULTANT.

- (c) Either party may change its authorized representative by providing notice to the other party in accordance with the "NOTICES" Section.

## **SECTION 17. CONSULTANT REPRESENTATIONS**

- (a) The CONSULTANT represents that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete this Agreement; that it is able to furnish the plant, tools, materials, supplies, equipment and labor; that it is experienced in, qualified, and competent to perform the Services contemplated by this Agreement; and, that it is authorized to do business in the State of Nevada.
- (b) The CONSULTANT further represents that the CONSULTANT holds a license, permit or other special license to perform the Services included in this Agreement, as required by Law, or employs or works under the general supervision of the holder of such license, permit or special license.
- (c) The CONSULTANT represents that the person signing this Agreement on behalf of the CONSULTANT has all requisite authority to bind the CONSULTANT to the terms and conditions herein.
- (d) The CONSULTANT represents that CONSULTANT, and each of its Owners, managers, partners, officers, executive directors, and key employees, as applicable, has no Family Member who is a Public Servant. "Public Servant" has the meaning in HMC 2.40.020.A. "Family Member" means anyone living in the same home or dwelling, including the spouse or domestic partner of the Public Servant, or who is related to the Public Servant by blood, adoption, marriage or domestic partnership, within the third degree of consanguinity or affinity as defined in NAC 281A.310. An "Owner" means a person with an ownership interest of one percent (1%) or more in CONSULTANT.

## **SECTION 18. CONSULTANT PERSONNEL**

- (a) The CONSULTANT shall employ in the performance of the Services only persons qualified for the same. The CONSULTANT shall at all times enforce strict discipline and good order among its personnel and the personnel of any subconsultant of any tier. In the performance of the Services, the CONSULTANT shall not permit or allow any CONSULTANT personnel to introduce or use any firearms, illegal drugs or intoxicating liquor upon any of the grounds occupied, controlled, or used by the CITY. The CONSULTANT shall be responsible for taking such disciplinary action with respect to its personnel as may be necessary. The CONSULTANT shall immediately remove from the work, whenever requested by the CITY, any person considered by the CITY to be incompetent, insubordinate, careless, disorderly, in violation of the requirements in Exhibit D, in violation of the above restriction on firearms, illegal drugs or intoxicating

liquor, under the influence of illegal drugs or intoxicating liquor, or whose continued employment on the work is deemed by the CITY to be contrary to the public interest, and such person shall not again be employed in the performance of the Services without the written consent of the CITY.

- (b) The CONSULTANT's "Key Personnel" for this Agreement are identified in Exhibit C. The Key Personnel shall remain assigned to the Services by the CONSULTANT throughout the duration of this Agreement. The CONSULTANT shall not reassign any of the Key Personnel named in Exhibit C without the prior written authorization of the CITY. Additionally, in the event of termination or resignation of Key Personnel assigned to the Services, the CONSULTANT shall replace Key Personnel in a timely manner and in consultation with the CITY.

## **SECTION 19. INDEPENDENT CONTRACTOR**

The CONSULTANT is an independent contractor. Neither the CONSULTANT nor the CITY is, nor will they be deemed to be, for any purpose, the agent, representative or employee of the other by reason of this Agreement. Nothing in this Agreement or any agreement or subcontract by the CONSULTANT will create any contractual relationship between the CONSULTANT's employee, agent, or subconsultant and the CITY.

## **SECTION 20. COMPLIANCE WITH LAWS**

The CONSULTANT shall, in the performance of its obligations hereunder, comply with all Laws, including without limitation the Federal Occupational Health and Safety Act, Title VII of the Federal Civil Rights Act of 1964 *et seq.*, including the Equal Employment Opportunity Act of 1972; 42 U.S.C. § 1981, the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), the Americans with Disabilities Act, and Nevada's Employment Practices Statutes (NRS 613.330 *et seq.*), as applicable. The CONSULTANT shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under Law. If the CITY was required by NRS 332.039.1 to advertise or request a proposal for this Agreement, by signing this Agreement the CONSULTANT provides a written certification that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section.

## **SECTION 21. SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto. Any invalid or unenforceable provision will be deemed severed from this Agreement, and the balance of this

Agreement will be construed and enforced as if it did not contain the particular invalid or unenforceable provision. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

## **SECTION 22. PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the CITY shall have the right to terminate this Agreement for cause without penalty or further obligation or liability to the CONSULTANT or, in the CITY's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage brokerage or contingent fee from the CONSULTANT.

## **SECTION 23. PUBLICITY**

Except with respect to internal business communications, communications with governmental agencies, or as required by Law, the CONSULTANT shall not use this Agreement nor its relationship with the CITY for purposes of or in any manner that intentionally gives rise to advertising or publicity without first consulting with and obtaining the prior written consent of the CITY.

## **SECTION 24. CONFIDENTIALITY**

- (a) By virtue of this Agreement, the CITY might provide Confidential Information (as defined below) to the CONSULTANT. The CONSULTANT shall (1) maintain the confidentiality of the CITY's Confidential Information and not disclose it to a third party, except as authorized by the CITY in writing, as required by Law, or as required by a court or other regulatory body or government agency of competent jurisdiction; (2) restrict disclosure of Confidential Information to personnel who have a reasonable basis for needing access to such information and who are bound by confidentiality obligations similar to those in this Agreement; (3) take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its personnel who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be with the same degree of care that the CONSULTANT uses to protect its own Confidential Information and in no event less than a reasonable amount of care; (4) not use the Confidential Information, except to further the purposes of this Agreement or as may be required to report to the CONSULTANT's governing body, legal advisors, financial advisors, or regulators, and not sell the Confidential Information; (5) promptly notify the CITY upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Section; and (6) establish and maintain any additional physical, electronic and procedural controls and safeguards to protect the

Protected Data (as defined below) from unwarranted disclosure as may be required for the CITY to comply with all Laws. The responsibilities under this Section shall continue during the Term and for five (5) years thereafter for Confidential Information that is not Protected Data or a trade secret under Law and for Protected Data and trade secrets shall continue for so long as such Confidential Information remains Protected Data or a trade secret under Law.

- (b) The CONSULTANT must also require subconsultants and vendors to comply with the requirements in this Section and shall include this confidentiality provision in its agreements with all subconsultants and vendors related to the Services.
- (c) “Confidential Information” means information that is disclosed by the CITY under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the CITY by submitting a written document to the CONSULTANT within thirty (30) days after such disclosure. That written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent. However, Confidential Information does NOT include any information that: (1) is or becomes publicly known through no wrongful act of the CONSULTANT; (2) is already known to the CONSULTANT without restriction when it is disclosed; (3) is or becomes, rightfully and without breach of the Agreement, in the CONSULTANT’s possession lawfully without any obligation restricting disclosure; (4) is independently developed by the CONSULTANT without breach of this Agreement; (5) is explicitly approved for release by written authorization of the CITY; or (6) required to be open to public inspection pursuant to NRS 239.010 and is not subject to an applicable exception or declared by Law to be confidential (as determined by the CITY in its sole and absolute discretion).
- (d) “Personal Information” means (1) any data or information accessible by the CONSULTANT as a result of its business relationship with the CITY that can be used to identify or locate a natural person, including but not limited to: name, address, telephone number, e-mail address, social security number, or driver’s license number; (2) any other data, such as, but not limited to, identifiers, demographic or behavioral data, when such data is linked or has the capacity to be linked to a specific person; and (3) “personal information” as that term is defined In NRS 603A.040 or any comparable Nevada statutes, and any Nevada regulations promulgated under such state statutes. Personal Information includes any list, description or other grouping of individuals that is derived using any of the foregoing.
- (e) “Protected Data” means any Personal Information that is protected or covered by Law or a CITY policy. Protected Data will not be excluded from coverage under this Agreement merely because it is provided to the CONSULTANT in a manner that commingles the Protected Data with other data that is not Protected Data.



- (f) This Section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION 25. SUBCONSULTING AGREEMENTS**

- (a) The CONSULTANT agrees to include in all professional subconsulting agreements, in connection with performance of the terms and obligations imposed under this Agreement, the following:
- (1) A provision that the CONSULTANT agrees to pay the subconsultant when paid for that portion of the work by the CITY, that no liability arises on the part of the CONSULTANT to the subconsultant for payment of the subcontracted work until payment has been made by the CITY, and that if the CITY has paid the CONSULTANT for said subcontracted work, then the subconsultant's only recourse is against the CONSULTANT and not against the CITY, either through the institution of legal or equitable action or the attachment of any lien.
  - (2) A provision that the subconsultant has no rights against the CITY and is not a CITY agent, representative or employee.
  - (3) A provision that the subconsultant agrees to be bound by all the terms and in this Agreement applicable to the CONSULTANT.
- (b) Further, Services specified by this Agreement may not be subcontracted by the CONSULTANT without prior written approval of the CITY. Approval by the CITY of the CONSULTANT's request to subcontract, or acceptance of or payment for subcontracted work by the CITY, shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy and adequacy of the work. The CONSULTANT shall be and remain liable for all damages to the CITY caused by negligent performance or non-performance of Services under this Agreement by the CONSULTANT's subconsultant or its sub-subconsultant. The compensation due under the "COMPENSATION AND MANNER OF PAYMENT" Section will not be affected by the CITY's approval of the CONSULTANT's request to subcontract.

## **SECTION 26. VENUE**

All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. The CONSULTANT agrees that it shall not initiate an action against the CITY in any other jurisdiction. The CONSULTANT irrevocably agrees to submit to the exclusive jurisdiction of the courts located in Clark County, Nevada over any dispute or matter arising under or in connection with this Agreement.

## **SECTION 27. GOVERNING LAW**

This Agreement shall be governed by and construed and interpreted in accordance with the substantive and procedural laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions.

## **SECTION 28. NOTICES**

- (a) All notices that are required under this Agreement shall be in writing and delivered by personal delivery, by a recognized courier, or by certified U.S. mail (postage prepaid, return receipt requested), and addressed to the receiving party at the address below:

CITY:

City of Henderson  
Economic Development & Tourism  
Attention: Barbra Coffee, Director  
P.O. Box 95050  
240 Water Street  
Henderson, Nevada 89009-5050

CONSULTANT:

The Abbi Agency  
Attention: Abbi Whitaker, President  
1385 Haskell Street  
Reno, Nevada 89509

- (b) Such notice will be deemed to have been received by the party to whom it was addressed on the date of delivery if delivered personally, on the date officially recorded as delivered (or delivery refused) according to the record of delivery if delivered by courier, or three (3) days after mailing. Either party may change its contact information for purposes of the Agreement by giving written notice to the other party in the manner set forth above.

## **SECTION 29. MODIFICATION**

This Agreement may be modified or amended only by a written instrument signed by both the CITY and the CONSULTANT with the same formality as this Agreement.

## **SECTION 30. NO THIRD PARTY BENEFICIARIES**

This Agreement is intended only to benefit the parties hereto, their permitted successors and assigns, and Indemnitees. This Agreement shall not be deemed to be for the benefit of any entity or person that is not a party hereto, is a party's permitted successor or assign, or an Indemnitee and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

### **SECTION 31. ENTIRE AGREEMENT**

This Agreement constitutes the complete and exclusive statement of the agreement between the CITY and the CONSULTANT regarding the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, promises, proposals, negotiations, and understandings, whether written or oral, relating to this subject matter.

### **SECTION 32. WAIVER OF CONSEQUENTIAL DAMAGES**

The CITY shall not be liable to the CONSULTANT, a subconsultant, or a third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based upon delay, loss of use, lost revenues, or lost profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

### **SECTION 33. FISCAL FUNDING**

The CONSULTANT acknowledges that funding of this Agreement is dependent on budget appropriations set each fiscal year. Accordingly, if necessary funds to continue with the specified Services are not allocated by the CITY, this Agreement shall terminate at the expiration of the appropriated funds without further action by the CITY and without liability to the CONSULTANT, unless the CITY terminates this Agreement earlier.

### **SECTION 34. PUBLIC RECORDS**

- (a) The CITY is a governmental entity and subject to the public records Laws and regulations set forth in chapter 239 of the NRS and NAC. Therefore, the CITY's records are public records and are subject to inspection and copying by any person unless there is an applicable exception or the record is declared by Applicable Law to be confidential. The CONSULTANT is advised, and acknowledges, that the Agreement and documents provided in connection with this Agreement become a public record and, unless the information is declared by Law to be confidential or is otherwise excluded from the public records disclosure requirements, may be subject to inspection and copying.
- (b) If the CONSULTANT believes any information it submits should be considered confidential or proprietary in nature, or contains trade secrets (as defined in NRS 600A.030), the CONSULTANT shall **mark the page or pages that contain such information "CONFIDENTIAL,"** shall provide a summary sheet identifying each and every page that contains information so marked, shall represent in writing on that sheet that protections exist under Law to preserve the integrity, confidentiality and security of the information, and shall specify with particularity the basis thereof. If the CONSULTANT fails to do all of the foregoing, such information shall be deemed to not be confidential.
- (c) If the CITY receives a public records request that applies to this Agreement (either specifically or otherwise), it will analyze the documents provided in connection with this

Agreement to see if the information so marked may legally be withheld from inspection and copying. The CITY takes no responsibility and is not liable for release of (1) any information not so marked and summarized or (2) any information that is so marked and summarized in the event that the CITY determines in its sole and absolute discretion that the CITY must provide the information because an applicable exception does not apply or the information is not declared by Applicable Law to be confidential.

## **SECTION 35. RECORDS AND AUDITING**

- (a) The CONSULTANT shall maintain, and shall cause its subconsultants to maintain, accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years from the date of the final payment under the Agreement (or longer as required by Law). In addition, the CONSULTANT shall maintain, and shall cause to be maintained, those records that relate to any dispute, litigation, or the settlement of claims arising out of the CONSULTANT's performance under the Services until six (6) years after the date of resolution of such dispute, litigation, or claim (or longer as required by Law). The CONSULTANT shall make such records available, and shall cause its subconsultants to make such records available, to the CITY and its representatives for inspection, audit, examination, reproduction, and copying at the CONSULTANT's offices at all reasonable times. However, if requested, the CONSULTANT shall furnish copies of said records at its expense, within seven (7) business days of the request. Such records shall include but not be limited to those books, documents and accounting records that represent the CONSULTANT's costs of delivering the Services, including those of any of its subconsultants. These rights also apply to any other governmental entity or agency participating in the funding of the Agreement, or any authorized agents thereof.
- (b) If the CONSULTANT believes any record it is required to furnish to CITY should be considered confidential or proprietary in nature, or contains trade secrets (as defined in NRS 600A.030), the CONSULTANT shall: provide CITY written notice in which CONSULTANT identifies each record that contains such confidential or proprietary information, represents in writing that protections exist under Law to preserve the integrity, confidentiality and security of the record, and shall specify with particularity the basis thereof; enter into a non-disclosure agreement acceptable to CITY; and, furnish the record to CITY, subject to that non-disclosure agreement.

## **SECTION 36. SAFETY REQUIREMENTS**

The CONSULTANT while performing any Services at a CITY work site shall (1) make itself aware of and adhere to, and cause each subconsultant to be aware of and adhere to, all CITY work-site regulations, including without limitation environmental protection, loss control, safety, and security; and (2) comply with, and cause each subconsultant to comply with, all requirements in Exhibit D. The CITY, or its audit representatives, shall have the right at any reasonable time or times to examine, audit and copy the records and documents pertaining to

such requirements, provided the CONSULTANT may redact personal information (*i.e.*, SSNs/birthdates) from such records.

#### **SECTION 37. INTERPRETATION**

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort of the CITY and the CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

#### **SECTION 38. CONFLICT OF INTEREST**

- (a) The CONSULTANT represents and warrants that as of the Effective Date it has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of work and Services required under this Agreement. If any conflict of interest should nevertheless arise after the Effective Date, the CONSULTANT shall promptly notify the CITY of the existence of such conflict of interest.
- (b) If the CONSULTANT becomes aware or otherwise believes that it is (or might be) employing a Family Member, the CONSULTANT will promptly provide the CITY written notice that identifies the name and title of the Family Member, that person's date of hire, and the name of the possibly-related Public Servant.
- (c) If a conflict of interest arises after the Effective Date or CONSULTANT employs a Family Member and any of the foregoing causes the CITY to violate an ethics Law, the CITY shall have the right to immediately terminate this Agreement for cause without penalty or further obligation or liability to the CONSULTANT.

#### **SECTION 39. TIME OF ESSENCE**

Time is of the essence with respect to the CONSULTANT's obligations under this Agreement. The CITY recognizes that CONSULTANT's performance must conform to any standard of care applicable to CONSULTANT.

#### **SECTION 40. REMEDIES**

All rights and remedies of the CITY and the CONSULTANT provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to the CITY and the CONSULTANT at law, in equity, or otherwise.

#### **SECTION 41. HEADINGS; EXHIBITS; CROSS REFERENCES**

The section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All references in this Agreement to Sections, Subsections and Exhibits are to Sections, Subsections and Exhibits in this Agreement, unless otherwise specified. All Exhibits, and any attachments to an exhibit, are incorporated into and made a part of this Agreement. Unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes the feminine and masculine.

#### **SECTION 42. CONSTRUCTION OF THE WORD "INCLUDE" AND ITS DERIVATIVES**

When followed by an example, the words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation."

#### **SECTION 43. ORDER OF PRECEDENCE**

The parties shall attempt to construe the terms and conditions in the various documents comprising this Agreement, in a manner that avoids conflict or inconsistency and in a manner that is supplementary or complementary in nature rather than in conflict. If, however, a conflict or inconsistency between the terms and conditions of the documents cannot be so avoided through such efforts, the conflict shall be resolved in accordance with the following descending order of priority:

- (a) The main body of this Agreement
- (b) Exhibit A
- (c) Exhibit B
- (d) Exhibit C
- (e) Exhibit D

#### **SECTION 44. PERFORMANCE OF ACTS ON BUSINESS DAYS**

Any reference in this Agreement to time of day refers to local time in Nevada. Unless specifically stated to the contrary, all references to days herein refer to calendar days. Any reference herein to a "business day" refers to a day that is not a Friday, Saturday, Sunday or legal holiday for State of Nevada or CITY governmental offices. If the final date for payment of any amount due or performance of any act required hereunder falls on a Friday, Saturday, Sunday or legal holiday, that payment may be made or act performed on the next business day.

#### **SECTION 45. COMMERCIALY REASONABLE EFFORTS**

Reference in this Agreement to the “commercially reasonable efforts” of a party means that, with respect to a given goal, the efforts that a reasonable person in the position of that party would use so as to achieve that goal as expeditiously as possible.

#### **SECTION 46. COUNTERPARTS**

The CITY and the CONSULTANT may execute the Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument.

#### **SECTION 47. ATTORNEYS’ FEES**

If the CONSULTANT is a “design professional” as that term is defined in NRS 338.010 and this Agreement is for the provision of Services in connection with a “public work” as that term is defined in NRS 338.010.17, the prevailing party in an action to enforce this Agreement is entitled to reasonable attorneys’ fees and costs.

#### **SECTION 48. RELIANCE ON DATA**

In performance of the Services, the CONSULTANT shall be responsible for any misunderstanding or incorrect information in connection with the Services excluding information provided by the CITY unless (a) such information could have been reasonably verified by CONSULTANT or (b) a reasonably prudent consultant would not have relied on such information.


#### **SECTION 49. ESTIMATES AND PROJECTIONS**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Although CONSULTANT makes no warranty that the CITY’s actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT’s opinions, analyses, projections, or estimates for the foregoing reasons, CONSULTANT agrees to perform and provide such opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects consistent with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace and in accordance with accepted industry practice.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

Date of Council Action: 12/05/2017

CITY OF HENDERSON  
CLARK COUNTY, NEVADA

DocuSigned by:  
  
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ROBERT A. MURNANE, P.E.  
City Manager

12/13/2017  
Date

ATTEST:

DocuSigned by:  
  
56944383114E44F...  
SABRINA MERCADANTE, MMC  
City Clerk


APPROVED AS TO FUNDING:


DocuSigned by:  
  
E6132FE9CD884AA...  
JIM MCINTOSH  
Finance Director

APPROVED AS TO CONTENT:

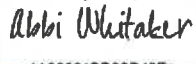
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JAVIER TRUJILLO  
Director of Public Affairs

APPROVED AS TO FORM:

DocuSigned by:  
  
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JOSH M. REID  
City Attorney

DS  
  
CAO  
Review

THE ABBI AGENCY,  
A Nevada corporation

DocuSigned by:  
  
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ABBI WHITAKER  
President

11/22/2017  
Date



## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **A. PROJECT OVERVIEW AND GOAL**

1. CONSULTANT shall provide professional marketing and advertising services with the aim to assist the CITY in the development, design and implementation of an overall Economic Development Marketing Plan. The purpose of this Agreement is to develop a multifaceted Economic Development Marketing Plan with supporting marketing, communications and advertising plans that position the CITY as a premier community to prospective and existing businesses, visitors and residents.

#### **B. SCOPE**

1. CONSULTANT, with input from the CITY, will develop a marketing identity and strategy for Economic Development that aligns with the CITY's mission and goals.

CONSULANT's Services provided shall include, but will not be limited to the following:

- a. Assess and research the CITY's unique characteristics including location, favorable tax structure, high service levels, high satisfaction ratings, current marketing and communication strategies, development and redevelopment opportunities, promotional methods and tools for the CITY including Union Village, West Henderson and Henderson Executive Airport, the CITY's online presence, and current position in the marketplace.
- b. Conduct workshops/interviews with:
  1. Elected officials
  2. CITY staff
    - a. City Manager's Office
    - b. Economic Development
  3. Community stakeholders
  4. CITY's business/industry leaders
- c. Develop a comprehensive brand identity platform to include positioning statement/tagline/slogan, Economic Development logo and visual identity, graphic assets, core messaging and a catalog of assets to promote the brand, all of which shall become the property of the CITY.
- d. Devise and recommend effective means of establishing and promoting the new brand in printed materials, advertising, signage, and digital media.
- e. Develop an online and social media strategy that integrates with the CITY's social media profiles and presence on platforms such as, but not limited to Facebook, Twitter, YouTube, Instagram, LinkedIn, Pinterest, etc.

- f. Develop and implement effective means of introducing and engaging the brand to CITY employees, the local community and various stakeholder groups.
- g. Implement methods to measure and track effectiveness of marketing and public relations plans/campaigns and develop key performance indicators.
- h. Present a multi-year plan to incorporate the items listed above. Identify short- and long-term strategies to effectively deliver brand messaging.
- i. With the assistance of the CITY and its legal counsel, CONSULTANT shall identify existing laws, ordinances and other legal and regulatory guidelines that impact implementation of identified marketing/communications and advertising plans.

**C. GENERAL REQUIREMENTS**

- 1. Marketing plan must be consistent with the CITY's character, values and service priorities.
- 2. All agreements shall be subject to, and comply with, all state, federal and local laws, ordinances, rules, and regulations.
- 3. CONSULTANT shall obtain approval by the designated CITY representative for all promotional content, announcements, advertisements, signage, display infrastructure, and related marketing materials prior to use.
- 4. The primary goal of the Economic Development Marketing Plan is to develop a brand, messaging and framework for delivering the brand story over time to a variety of audiences.

**D. SPECIFIC REQUIREMENTS**

- 1. CONSULTANT's Tasks may entail visiting CITY facilities, conducting online/intercept/phone surveys/focus groups, interviewing CITY staff and elected officials, conducting primary research and data collection, assessing comparable and neighboring cities and municipalities, assessing local, regional and state economic development authorities, and reviewing existing marketing and outreach efforts, the CITY's online presence, policies and administrative regulations.
- 2. The CONSULTANT will be expected to work closely with the assigned CITY representative and other CITY officials to accomplish the tasks of this project. After consultation with the CITY's representative, the CONSULTANT will present the Economic Development Marketing Plan, a proposed timeline to CITY management, City Council, the media, and others as requested.

## **E. DELIVERABLES**

### **1. Phase One: Research and Development**

Key deliverables include:

- a. Research summary
- b. Brand positioning statement

### **2. Phase Two: Branding and Messaging**

Key deliverables include:

- a. Three original logos and taglines
- b. Process and timeline for community feedback/reactions to ideas and validation
- c. Development of a full identity style guide directing the most effective use of the logo and tagline and a catalog of approved creative assets to promote the brand
- d. Key messages for introducing and embedding the brand to targeted audiences

### **3. Phase Three: Execution**

Key deliverables include:

- a. Brand execution
- b. Launch comprehensive multimedia marketing and communications plans
- c. Develop collateral and advertising material
- d. Implement methods to track effectiveness
- e. Support CITY staff in preparing and responding to media inquiries

**EXHIBIT B**

**FEE SCHEDULE**

<b>Calendar Year 2018</b>	
Monthly Costs	\$107,000
Marketing Plan	\$40,000
Branding & Messaging	\$69,000
Creative	\$193,000
Digital Development	\$61,000
Public Relations	\$15,100
Media Buy	\$12,000
Hard Costs	\$2,900
<b>TOTAL CY18</b>	<b>\$500,000</b>
<b>Calendar Year 2019</b>	
Monthly Costs	\$240,000
Creative Development	\$39,500
Digital Development	\$42,000
Public Relations	\$80,000
Hard Costs	\$98,300
<b>TOTAL CY19</b>	<b>\$499,800</b>
<b>Calendar Year 2020</b>	
Monthly Costs	\$240,000
Creative Development	\$93,500
Digital Development	\$21,000
Public Relations	\$67,000
Hard Costs	\$77,300
<b>TOTAL CY20</b>	<b>\$498,800</b>
<b>Calendar Year 2021</b>	
Monthly Costs	\$240,000
Creative Development	\$111,000
Digital Development	\$15,000
Public Relations	\$49,000
Hard Costs	\$85,000
<b>TOTAL CY21</b>	<b>\$500,000</b>

## **EXHIBIT C**

### **KEY PERSONNEL**

#### **The Abbi Agency:**

Abbi Whitaker – President

Ty Whitaker – Project Manager

Christopher Brummer – Project Manager

Connie Liu – Account Manager

Thaison Kawal – Art Director

Evynn McFalls – Content Strategist

#### **SMG Consulting:**

Carl Ribaud

## **EXHIBIT D**

### **SAFETY REQUIREMENTS**

#### **General Safety**

Neither CITY nor its employees or agents shall be responsible for safety on the project site. It is the CONSULTANT's obligation to provide and assure for a safe place for the performance of the Services. The CONSULTANT shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONSULTANT shall comply with all Laws bearing on the safety of persons or property or their protection from damage, injury or loss. CONSULTANT shall ensure that each of its own employees are fully informed concerning all safety, health, and security regulations pertaining to the Services.

The CONSULTANT shall participate actively in the safety process by:

- Questioning any unsafe and/or unhealthy practice or condition.
- Reporting any unsafe conditions or practices discovered.
- Stopping any work activities believed to be an imminent danger.

#### **Badging/Access Control**

The CONSULTANT shall comply with CITY facility access control procedures, including any background check requirements or other access requirements that are applicable to the CONSULTANT's personnel performing Services at CITY facilities or having remote access to any CITY system, based on the CITY's policies and procedures in effect from time to time. If issued identification badges by the CITY, the CONSULTANT personnel shall wear them above the waist, identifying them as CONSULTANT employees. The CONSULTANT shall limit travel on CITY premises and facilities to that necessary for performing the Services.

#### **Consultant Employee Personal Behavior**

- **Drugs and Alcohol:** Are prohibited while on duty. Reporting to work under the influence of drugs or alcohol, or bringing drugs or alcohol onto CITY premises, is sufficient cause for exclusion from CITY property.
- **Fighting, Horseplay and Practical jokes:** On CITY premises are expressly forbidden.
- **Harassment:** Any sexual harassment or harassment because of race, color, religion, age, gender, disability, national origin, sexual preference, or any other basis made unlawful by any Law is strictly prohibited.
- **Smoking:** Is permitted only in areas so designated by posted signs.
- **Hygiene:** Good personal hygiene is to be maintained by each CONSULTANT employee(s) as a courtesy to CITY employees, and/or CITY customers they may encounter.

### **Training**

The CONSULTANT shall be responsible for safety training of all personnel who will have access to the work areas to meet all state, federal, and local and CONSULTANT safety requirements. Training sessions in mutually accessible facilities shall be scheduled, operated, and maintained by the CONSULTANT throughout the term of the Agreement, if duration of the Services warrants.

### **Subconsultants**

The CONSULTANT shall ensure that its subconsultants meet the same safety and health requirements and provide the same information to the CITY representative as required of the CONSULTANT.

### **Injuries/Illnesses**

The CONSULTANT shall report all work site accidents injuries, and occupational illnesses to the appropriate CITY representative as soon as possible. The CONSULTANT representative shall forward a copy of the First Notice of Injury or Occupational Disease, to the City of Henderson, Finance Department, Risk Management Division as soon as possible.

### **Accident/Incident Investigation**

CONSULTANT shall conduct incident investigations to:

- Prevent further possible injury and property damage.
- Collect facts about the incident
- Prevent recurrence

Root-cause analysis should be performed to determine the root cause of incidents. Incidents to include accidents/incidents, injuries, illnesses, and near misses, must be reported to the CITY representative as soon as possible. All accidents/incidents must be reported to the CITY representative as soon as possible. An initial written report must be completed within 24 hours or the next business day, whichever is earlier and submitted to the CITY representative.

### **Accountability**

Infractions of established safety rules, failure to follow safety instructions, actions that endanger anyone, disregard for CITY property or the property of others, failure to comply with posted signs or failure to take appropriate action where such action may be reasonably expected, are subject to disciplinary measures up to and including exclusion from contracting with the City of Henderson.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

A Contract Between the State of Nevada

Acting by and Through its

Agency Name:	Governor's Office of Economic Development
Address:	555 E. Washington Avenue, Suite 5400
City, State, Zip Code:	Las Vegas, Nevada 89101
Contact:	Brian Baluta
Phone:	702-486-2785
Fax:	702-486-2701
Email:	bbaluta@diversifynevada.com

Contractor Name:	The Abbi Agency
Address:	1385 Haskell Street, Suite A
City, State, Zip Code:	Reno, Nevada 89509
Contact:	Abbi Whitaker
Phone:	775-323-2977
Email:	abbi@theabbiagency.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
  - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
  - B. "Contracting Agency" – means the State agency identified above.
  - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
  - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
  - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
  - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.



3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be Date June 19, 2018 ).

Effective from:	Upon Approval	To:	June 30, 2020 with an option to extend for an additional two (2) year period
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	CITY OF HENDERSON RFP #CMTS 20154
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	SCOPE OF WORK AND BUDGET
ATTACHMENT DD:	CONTRACT BETWEEN CONTRACTOR AND CITY OF HENDERSON

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

Various costs	per	phase according to the project breakdown provided in Attachment CC.
Total Contract or installments payable at:	Upon receipt and approval of Contractor's invoices as phases and requested projects are completed	
Total Contract Not to Exceed:	\$300,000	

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **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 specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

## 9. INSPECTION & AUDIT.

- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, 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 of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, 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. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. 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. CONTRACT TERMINATION.

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
  - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
  - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

- 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.

E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

11. **REMEDIES.** 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, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **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.

14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. **Insurance Coverage.** Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the State of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. **General Requirements.**

- 1) **Additional Insured:** By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) **Cross Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State.

Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

- 5) **Policy Cancellation:** Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) **Approved Insurer:** Each insurance policy shall be:
  - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
  - b) Currently rated by A.M. Best as "A-VII" or better.

**C. Evidence of Insurance.**

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

**Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.**

- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) **Review and Approval:** Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. **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.
19. **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 non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
  - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, state, county or local agency, legislature, commission, council or board;
  - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **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. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **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, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the 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

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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 and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

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

April Whitaker 5/4/18 President  
Independent Contractor's Signature Date Independent Contractor's Title

Paul Anderson 5/8/18 Executive Director  
Paul Anderson Date Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On:

Date

Approved as to form by:

Arishon  
Deputy Attorney General for Attorney General

On:

Date

5/7/2018



## **3000 Grant Requirements**

### **3002 Purpose**

This chapter assists Executive Branch agencies in complying with federal and State law, regulation, and procedure as they relate to grants and cooperative agreements. This chapter is intended to provide a broad policy overview. Detailed information on how to apply for and administer grants is found in the Nevada Grant Manual, available on the [Office of Grant Procurement, Coordination and Management's website](#). Additionally, grant terms are defined in the State's Grant Policy Manual.

### **3004 Intergovernmental Review and Notification**

The Office of Grant Procurement, Coordination and Management (Grant Office) within the Department of Administration acts as the authority on grants in Nevada providing technical assistance for grant development and management. The Nevada Grant Office is designated as Nevada's Single Point of Contact under the [Federal Executive Order 12372, Intergovernmental Review of Federal Programs](#). This designation is intended to strengthen coordination and foster intergovernmental partnerships. To this end, a number of notifications are required for both federal and State grant awards as described in the [Nevada Grant Policy Manual](#). Pursuant to [NRS 232.225](#), state agencies are required to notify the Grant Office of any grants for which agencies apply and receive, as well as the amount unexpended by the end of the grant performance period.

### **3008 State Clearinghouse**

[Nevada State Clearinghouse](#) within the Department of Conservation and Natural Resources State Lands Division, administers the State's review process of federal direct development and grant-in-aid projects. The review process coordinates the preparation of comments for federal agencies on public land transfers, military activities and major development projects requiring environmental impact analysis. State Clearinghouse operations are authorized by [Federal Presidential Executive Order 12372, Intergovernmental Review of Federal Programs](#) issued in 1982. This order implements Section 201 and Title IV of [the Intergovernmental Cooperation Act of 1968](#) and Section 204 of [the Demonstration Cities and Metropolitan Development Act](#) of 1966. They also help implement Section 102 (2) (c) of the [National Environmental Policy Act of 1969](#). State agencies engaged in direct development projects that are subject to review under the [National Environmental Policy Act of 1969](#) must submit a copy of each project document (Environmental Assessments or Environmental Impact Statements) to the [Nevada State Clearinghouse](#), or send the address of the web site on which the document is posted.

### **3018 Pre-Award Processes**

Prior to the submission of an application and acceptance of a grant award, an agency must ensure that internal controls and a financial management system are in place to adequately manage funds and activities. Prior to grant proposal submission, an internal review must be completed to determine if appropriate resources are available to commence and maintain program activities. Furthermore, the agency must determine that it has the authority to submit the application on the State's behalf.

Once this review has been completed, take following steps when preparing to write a grant proposal:

1. Identify the problem, gap in service, or need;
2. Determine measurable goals and objectives;
3. Define an approach or methodology to meet the goals and to solve the problem;
4. Catalog all available resources and additional resources needed for the proposed project;
5. Create a timeline for completion; and
6. Develop a reasonable budget for the activities involved in the proposal, including indirect costs if they are applicable. Indirect costs are costs incurred by an agency for common objectives or central services that are not specifically allocable to a given revenue source.
7. Identify any required match or other cost sharing, as well as any maintenance of effort. If applicable, a maintenance of effort provision requires a state to maintain its financial contribution to a program at the same amount during the project timeline..
8. Create an evaluation plan for continuous quality improvement and sustainability.

Refer to the [Nevada Grant Manual](#) for additional guidance on preparing a successful grant application.

#### Subaward vs. Contract

Prior to submitting a federal grant application, the best practice is to determine whether awarded funds will be passed through to subrecipients or contracted to vendors. Agencies should evaluate the substance of the relationship and make a case-by-case determination using the guidelines in the [Nevada Grant Policy Manual](#).

If an entity is determined to be a contractor/vendor, an agency must use Nevada's procurement policy and procedures. If an entity is determined to be a subrecipient, [SAM 3022](#) applies.

### **3022 Post Award Processes**

Pursuant to [NRS 353.245](#), each agency must provide a copy of its grant application and its grant awards to both the Governor's Finance Office and the Legislative Counsel Bureau's Fiscal Analysis Division.

An agency may not incur expenditures without proper budget authority. Therefore, agencies must budget for the grant award if it was not approved as part of the legislatively approved budget. Changes to existing budget authority are completed through work program requests (see [SAM 2524](#)). The information on the notice of grant award and the submitted application will assist in the completion of the work program documents. Also, the completion and submission of a [Job Number Maintenance Form \(KTLOPS-35\)](#) to the Controller's Office is necessary to ensure appropriate tracking of revenue and expenditures for each award.

Unless authorizing language specifically prohibits it, a state agency may use awarded grant funds to:

- 1) directly implement projects to carry out specified program objectives;
- 2) subaward to another organization; and/or
- 3) contract with a vendor to deliver goods and services.

## Award Procedures

The policies below, excerpted from the [Nevada Grant Policy Manual](#), outline the procedures that must be used by agencies when issuing subawards or state-funded subawards. Deviations from these policies must be justified by Nevada Revised Statutes, federal law, or requirements imposed by the grant program. The justifications must be documented and retained in the agency's records.

1. Agencies must develop a Notice of Funding Opportunity for their stakeholders to ensure the required and necessary information is included in any applications or proposals required by the state agency..
2. Unless subgrantees were specifically identified in the grant application, the best practice for distribution of grant funds to other state agencies, tribal, and/or nonprofit entities is to conduct a competitive process. The competitive process involves a group of subject matter experts ranking the proposals. Final allocation is based on the ranking and justification from the awarding agency. Agencies not using a competitive process should document the reasons why.
3. State and federal regulations require the disclosure of conflict of interest for evaluators participating in the process of ranking competitive proposals. For non-competitive grant programs, the person with authority to determine the final distribution must provide a conflict of interest disclosure.
4. The completion of a risk assessment is required before issuing a subaward agreement. The awarding state agency is responsible for evaluating each subrecipient to determine the risk of noncompliance with the applicable federal and/or State statutes, regulations, and terms of the subaward. Timeliness is critical to the risk assessment process mandated by 2 Code of Federal Regulations (CFR) 200.519.  
Also, prior to issuing a final award to a subrecipient, the state agency must ensure the subrecipient is not on the Federal Excluded Parties List System for debarment and/or suspension.
5. With few exceptions, agencies must make grant payments for expenditures on a reimbursement basis. Reimbursement requires the submission of correct and complete source documentation to back up all expenditures incurred in the implementation of the approved project, and an accurately completed fiscal report. Reimbursements to subrecipients must occur within 30 days of the receipt of the request/fiscal report by the awarding agency.
6. Grant agreements must be amended whenever changes to the original approved document occurs. This includes the obligation, compensation, and expiration date. The changes to the key personnel found in the original grant agreement also require an amendment.
7. State agencies with authority to pass through funding to other entities become subject to the responsibility of monitoring subrecipients for compliance with applicable federal and state requirements for grants. Due to the significance of the information extracted from the subrecipient's Single Audit Report about compliance matters, annual review of Single Audit Reports for appropriate subrecipients is one of the most important compliance requirements. Also, agencies must monitor subrecipients to determine the progress made against goals and indicators of performance. Monitoring reveals whether the desired results are occurring, confirms the implementation is on track and that the results measured are the direct and short-term consequences of program activities.

## Reporting

An agency receiving grant funds must follow the established policies and procedures for distribution, submission and review of the required fiscal and program reports. Agencies must also comply with any reporting requirements identified in statute or legislation. Best practices and forms are available by contacting the Grant Office.

In addition to financial reporting, performance reporting is also important. Performance reports reflect the activities accomplished in furtherance of the grant objectives, and highlight community impact. Performance reporting may include compliance data to ensure that program activities meet federal and State regulations. Performance reporting also maintains transparency, and may be used to leverage additional awards in the future.

In preparation of the State's Single Audit Report and to confirm the information about grant awards from each agency, the [State Controller's Office](#) relies on the state agency to certify that the information about grants it manages is correct as reflected at that time in the state's system. It is important that agencies provide information on the Controller's Single Audit Reporting Form in a timely fashion so that the State Controller may complete its Schedule of Expenditures of Federal Awards.

## State Agency Reimbursement via Federal Draw Down

A **draw down or draw** is the process used by state agencies to request reimbursement of federal grant expenditures from the federal awarding agency. Draws require state agencies to notify the State Treasurer's Office by completing a Federal Draw Request Form located at [Nevada Treasurer's Website](#), creating a "CR" in the state's fiscal system (Advantage) and placing it on "hold." The Treasurer's Office will access the appropriate federal portal and perform the draw. State agencies that draw directly from a federal agency, agencies must also submit an Incoming Funds Notification form found at the [Nevada Treasurer's Website](#), create the "CR" in Advantage, and place it on "hold."

The federal [Cash Management Improvement Act](#) requires the federal government and the states to minimize the time between transfer of federal funds and payments made by the states for federal grant program purposes. For agencies drawing grants, this means that agencies must minimize the time between deposit of federal funds in the State's account and disbursement of those funds for program purposes. Otherwise, the federal government may be entitled to the interest from the day the State deposits federal money to the day the State disburses that money for program purposes.

## Federal Funding Accountability and Transparency Act Reporting

A state agency that passes funds through to a subrecipient or contractor for an amount greater than \$25,000 is required to report the transaction within 30 days of the written obligation using the web-reporting site [www.fsrc.gov](http://www.fsrc.gov). The Federal Subaward Reporting System (FSRS) is the reporting tool used by federal recipients to capture and report subaward and executive compensation data about their subawards (first-tier) as applicable. For detailed requirements, see policy "088-010 Federal Funding Accountability and Transparency Act (FFATA)" in the [Nevada Grant Policy Manual](#).

## 3024 Closeout

Grant closeout includes, but is not limited to, the following tasks:

1. Completion of any final draws of funds;
2. Completion of the final program report; and
3. Completion of the final financial report.

Reconciliation of expenditures, including subawards, is essential to grant closeout. Subawards close as projects are completed or at the end of their performance period and all their pending items are solved.

A balance remaining on an award that will not be used is called a **deobligation**. Nevada's goal is to deobligate zero dollars to the federal government. Funds being deobligated to a federal awarding agency must be reported to the State Grant Office.

State agencies must confirm the completion of all applicable administrative actions and all mandatory work required by a federal grant award or any other award, as outlined in the [Nevada Grant Policy Manual](#).

All grant, subgrant and contract documentation for fiscal and program activities must be kept for a minimum of three (3) years from the date of the final reimbursement request.





## ~~3000 Federal Grant Procedures~~ **3000 State and Federal Grant Requirements**

### ~~3002 Purpose~~ **3002 Purpose**

~~This section assists Executive Branch agencies in complying with State and federal intergovernmental review procedures. The Nevada State Clearinghouse, within the Department of Administration's Budget Division, administers the State's review process of federal direct development and grant-in-aid projects. The review process coordinates preparation of agency comments on lead agency designation, public land transfers, military activities and major development projects requiring environmental impact analysis. This chapter~~**section** ~~assists Executive Branch agencies in complying with State and Federal and State law, regulation, and procedures as they relate to State (legislatively mandated) and Federal grants awards and, including cooperative agreements. This chapter is intended to provide a broad policy overview. Detailed information on how to apply for and administer grants is found in the Nevada Grant Manual, available on the Office of Grant Procurement, Coordination and Management's website. Additionally, grant terms are defined in the State's Grant Policy Manual.~~

### ~~3004 Authority—Federal Grant Compliance~~

#### **3004 Authority, Intergovernmental Review and Notification**

~~NRS 353.245 directs that every department, institution and agency of the executive department of State government, when submitting a federal grant proposal for money, equipment, material or services, file the grant with the Budget Division and the Legislative Counsel Bureau before submitting the request to the proper federal authority. When a federal granting authority has approved a grant request (in whole or in part) the Department, institution or agency shall notify the Budget Division and the Legislative Counsel Bureau. This is required under NRS 353.245. The Office of Grant Procurement, Coordination and Management (Nevada Grant Office), within the Department of Administration acts as the authority on grants in Nevada providing technical assistance for grant development and management. The Nevada Grant Office is designated as Nevada's Single Point of Contact authorized under the Federal Executive Order 12372, Intergovernmental Review of Federal Programs. This designation is intended to strengthen coordination and foster intergovernmental partnerships. To this end, a number of notifications are required for both State and Federal and State grant awards (see "088-003 State Agency Required Notifications" and "088-004 Single Point of Contact") as described in the Nevada Grant Policy Manual, located in the Grant Office Website). Pursuant to NRS 232.225, state agencies are required to notify the Grant Office of any grants for which agencies apply and receive, as well as the amount unexpended by the end of the grant performance period.~~

### ~~3008 Authority—Clearinghouse State Clearinghouse~~ **3008 Authority, State Clearinghouse**

~~State Clearinghouse operations are authorized under Presidential The Nevada State Clearinghouse, within the Department of Conservation and Natural Resources, Division of State Lands Division, administers the State's~~

## 2018 SAM Rewrite

review process of federal direct development and grant-in-aid projects. The review process coordinates the preparation of comments for federal agencies on public land transfers, military activities and major development projects requiring environmental impact analysis. State Clearinghouse operations are authorized by Federal Presidential Executive Order 12372, Intergovernmental Review of Federal Programs issued in 1982, ~~and a State Gubernatorial Executive Order issued in 1989.~~ These orders implement Section 201 and Title IV of the Intergovernmental Cooperation Act of 1968 and Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966. They also help implement Section 102 (2)(c) of the National Environmental Policy Act of 1969. ~~State agencies engaged in direct development projects that are subject to review under the National Environmental Policy Act National Environmental Policy Act of 1969 must submit a copy of each project document (Environmental Assessments or Environmental Impact Statements) to the State Clearinghouse Nevada State Clearinghouse, or send the address of the web site on which the document is posted.~~

### ~~3014 Clearinghouse Direct Development Project Objectives~~

~~The Clearinghouse review by the Nevada State Clearinghouse of public land transfers and direct development projects enhances existing consultation requirements among federal, State and local agencies. Specifically, the review system provides a systematic approach for disseminating information and collecting comments from State agencies on major development projects. The review system alerts federal officials and proponents of these projects (e.g., power plants, mines, highways, etc.) about issues of concern to State and local officials. The process also develops State positions involving competing interest groups on issues of major environmental concern.~~

### ~~3016 Direct Development Projects Compliance—State Projects~~

~~State agencies engaged in direct development projects that are subject to review under the National Environmental Policy Act National Environmental Policy Act of 1969 must submit a copy of each project document (Environmental Assessments or Environmental Impact Statements) to the State Clearinghouse Nevada State Clearinghouse, or send the address of the web site on which the document is posted. These environmental documents will in turn be distributed to State agencies for review and comment.~~

## ~~3018 Definitions of Vendors and Subrecipients~~ | **3018**      Pre-Award Processes

~~Agencies must determine whether its relationship with an entity constitutes a vendor or subrecipient. This determination is important as vendors are subject to various NRS's, SAM chapter 300, and may require Board of Examiner approval. Alternatively, subrecipients are subject to various federal regulations and SAM 3020.~~

### Vendors



~~Vendors are individuals or entities from which state agencies procure goods and services to carry out a project or program. Characteristics of a vendor may include some of the following:~~

- ~~1. Provides the products or services within normal business operations and provide similar products or services to many different entities.~~
- ~~2. Generally receives payment after delivery of a particular product or service.~~
- ~~3. Usually paid more than their cost for the good or service resulting in a profit.~~
- ~~4. Is not responsible for compliance with applicable program guidelines.~~
- ~~5. Has their performance measured against whether they meet specific deliverables, rather than a program's performance outcomes?~~
- ~~6. Operates in a competitive environment and competes with other entities that provide a similar product or service.~~
- ~~7. Usually provides products or services that are ancillary to the operation of the program such as products or services that enable the state agency to operate, e.g. office supplies, janitorial services, equipment, staff development, printing, travel, etc.~~
- ~~8. Cannot be a subrecipient for the same or similar program.~~

~~The following examples illustrate vendor relationships with a state agency: A state agency receives a federal award to provide mental health services in a designated area. Some of the funds are paid to a contractor (vendor) to repair a leaking roof.~~

- ~~1. A state agency receives a federal award to operate specialized preschool programs and pays a vendor to provide temporary clerical services.~~
- ~~2. A state agency receives a federal award to run a preschool and pays a doctor (vendor) to perform health screening on a per student basis~~

~~A state agency receives a federal award to operate a child care center and pays a not for profit clinic (vendor) to perform physical exams.~~

### Subrecipients

~~A subrecipient is the result of a contractual agreement between a state department and a third party organization to perform all or a portion of a grant funded project. Similar terms that are commonly used are: sub award, sub grant, sub agreement, and pass through. Characteristics of a subrecipient may include some of the following:~~

- ~~1. Determines who is eligible to receive financial assistance, and which specific type of assistance is to be distributed. For example, subrecipients may determine whether a potential customer meets a program's eligibility requirements.~~
- ~~2. Is responsible for:~~
  - ~~a. Meeting performance targets that are tied to program objectives.~~
  - ~~b. Meeting expenditure targets to maximize the use of program funding.~~
  - ~~c. Submitting regular progress reports relating to program objectives.~~
- ~~3. Has responsibility for program decision making, such as:~~
  - ~~a. Policy decisions governing how it carries out a program.~~
  - ~~b. Operational decisions governing how it carries out a program.~~

- ~~c. Decisions regarding the appropriate assistance for a particular customer.~~
- ~~4. Receives technical assistance or training from the awarding state agency relating to program requirements and is:~~
  - ~~a. Required to comply with applicable program statutes, regulations, rules, policies (including local policies) and guidance.~~
  - ~~b. Monitored by the awarding state agency to ensure they are complying with applicable program requirements.~~
- ~~5. Uses the funds to carry out a program of the awarding state agency as opposed to providing products or services for a program. For example subrecipients:~~
  - ~~a. Perform all or a portion of the scope of work or objectives of the federal award.~~
  - ~~b. Have a budget that must be approved by the awarding state agency.~~
- ~~6. Cannot be a vendor for the same or similar program.~~

The following examples illustrate subrecipient relationships:

- ~~1. A state department of education (pass-through entity) receives a federal award and is responsible for administering and disbursing the federal award to local school districts (subrecipients) according to a formula or some other basis.~~
- ~~2. A state agency (pass-through entity) receives a federal award for the feeding of elderly and low-income individuals, and the award is disbursed to not-for-profit organizations (subrecipient) to support their feeding programs.~~

~~A state arts commission (pass-through entity) awards funds from a federal grant to a theater group (subrecipient) to support a summer arts series.~~

~~A University (pass-through entity) receives a federal grant to study a disease and awards funds to a hospital (subrecipient) for part of the research.~~

~~Professional judgment is necessary when making the determination of whether an entity is a vendor or subrecipient. An entity may possess some characteristics of both a subrecipient and a vendor. In cases where uncertainty exists, agencies need to use their best judgment, be consistent with their assertions, and document the reasons for their conclusions.~~

~~If an entity is determined to be a subrecipient then section 3020 applies.~~

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~~[1] For the purpose of this section the term vendor includes both vendors and contractors.~~

~~Prior to the submission of an application and acceptance of a grant award funding, an agency must ensure that proper internal controls and an effective financial management system are in place to adequately manage funds and activities. All grants require the completion of the proper certifications and assurances, internal administrative and budget review activities. Prior to grant proposal creation or submission, an internal review must be completed to determine if appropriate resources are available to commence and maintain program~~

activities. Furthermore, ~~and if~~ the agency must determine that it has the authority to submit the application on the State's behalf.

Once this review has been completed, take the following steps ~~are to be taken~~ when preparing to write a grant proposal:

1. Identify the problem, gap in service, or need;:-
2. Determine measurable goals and objectives;:-
3. Define an approach or methodology to meet the goals and to solve the problem;:-
4. Catalog all available resources and additional resources needed for the proposed project;:-
5. Create a timeline for completion;:- and
6. Develop a reasonable budget for the activities involved in the proposal, including indirect costs if they are applicable. Indirect costs are costs incurred by an agency for common objectives or central services that are not specifically allocable to a given revenue source.
- ~~6.7. Plan for indirect costs and when applicable, identify any required match or other cost sharing, as well as any~~ and maintenance of effort. There is no universal rule for classifying certain costs as either direct or indirect (Facilities and Administration (F&A)) under every accounting system. A cost may be direct with respect to some specific service or function, but indirect with respect to the grant award or the final cost objective. Therefore, it is essential that each item of cost incurred for the same purpose be treated consistently in like circumstances either as direct or indirect. If applicable, a maintenance of effort (MOE) provision requires a state, as a condition of eligibility for Federal funding, to maintain its financial contribution to a program at the same amount during the project timeline. See policies "088-002, Indirect Cost and Indirect Cost Rate Agreement" and "088-020 Match and Maintenance of Effort" in the located in the Grant Office Website.
- ~~7.8.~~ Create an evaluation plan for continuous quality improvement, and sustainability.

Refer to ~~reference~~ the Nevada Grant Manual ~~located in the Grant Office Website~~ for additional guidance on preparing a successful grant application.

### Subaward vs. Contract

Prior to submitting a ~~Federal grant~~ award application submission, an agency the best practice is to ~~must~~ determine whether awarded funds will be passed through to ~~contractors/vendors or subrecipients or contracted to vendors~~. To make this determination, Agencies should evaluate the substance of the relationship and make a case-by-case determination using the policy "088-001 Subaward vs. Contract Determination" guidelines in the Nevada Grant Policy Manual ~~located in the Grant Office Website~~. This determination is required as ~~contractors/vendors may be subject to various State statutes and regulations (see SAM) and may require Board of Examiner approval, which can impact timelines outlined in the grant application. Similarly, subrecipients are subject to the same Federal and state regulations as well as the information contained in SAM and the~~ located in the Grant Office Website.

If an entity is determined to be a contractor/vendor, an agency must use Nevada's procurement policy and procedures. If an entity is determined to be a subrecipient, SAM SAM 3022 applies.

## ~~3020 Grant Awards [1] 3020 — Grant Administration~~

~~The following guidelines should be used by agencies when issuing grants. Deviations from these guidelines should be justified by NRS, federal law, or requirements imposed by the grant program. The justifications should be documented and retained in the agency's records.~~

~~When awarding grants to subrecipients, agencies should establish procedures that allow grants to be awarded equitably in an open competitive environment.~~

~~The procedures must include:~~

- ~~1. Written guidelines which help applicants determine whether and how to apply for the grant.~~
- ~~2. A method to publicize grant opportunities.~~
- ~~3. A structured applicant review process using pre-established criteria and a scoring system. (Note: a —scoring system is not required if the grant specifies the entity who shall receive the funds and how the —funds will be allocated.)~~
- ~~4. A procedure for dealing with complaints from applicants who were not selected for award. These —complaints should be investigated by someone of authority.~~
- ~~5. A written grant agreement to be used upon issuing the award.~~
- ~~6. Guidelines that address conflicts of interest.~~
- ~~7. Procedures for reporting fraud and waste.~~

### ~~Written Guidelines~~

~~Written guidelines must be created for all grant opportunities. The guidelines should disclose sufficient information to help potential applicants determine whether and how to submit an application. Guidelines should include items such as:~~

- ~~1. A description of the grant program being offered including the specific scope of the grant and expected outcomes for which the funding is being provided.~~
- ~~2. Amount of money for distribution (if known) and how it will be allocated.~~
- ~~3. Eligibility requirements for applicants.~~
- ~~4. Detailed instructions about application formatting or an application template.~~
- ~~5. General information about the review process and an overview of the composition of the review —committee, i.e. engineers, mental health specialists, art educators, etc. 160~~
- ~~6. Selection criteria and weight.~~
- ~~7. Deadlines and timelines for each step in the application and award process.~~
- ~~8. Reporting requirements.~~
- ~~9. Requirements for in-kind or matching funds.~~
- ~~10. Name and information of a contact person at the state agency.~~



- ~~11. A statement regarding when and if information in their grant application becomes public data.~~

### Publicizing the Grant Opportunity

~~Grant opportunities must be posted on either the granting agency's website, targeted newspapers, or other public places appropriate for the type of clientele to be notified for at least 7 days. The publication should include either the written guidelines or a description of the grant program with a link to a website containing the guidelines.~~

### Applicant Review Process

~~The application review processes must be conducted using review criteria that are identified in the grant guidelines and a standardized scoring system to rate each application against the chosen criteria. (Note: a scoring system is not required if the grant specifies the entity who shall receive the funds and how the funds will be allocated.) The criteria and standardized scoring system (if used) must be established and documented before the grant opportunity is publicized.~~

~~Review criteria may include such things as:~~

- ~~1. Project need,~~
- ~~2. Project sustainability,~~
- ~~3. Soundness of approach,~~
- ~~4. Probability of achieving results,~~
- ~~5. Financial management capacity (accounting, timekeeping, and funds management),~~
- ~~6. Project funds raised to date,~~
- ~~7. Geographic coverage, and~~
- ~~8. Knowledge of the community being served.~~
- ~~9. Qualifications of key personnel.~~

~~An applicant's past performance as a grantee of that state agency should also be considered when evaluating a grant application.~~

~~A standardized scoring system is a rating system that assesses how well each grant application conforms to each of the selected criterion. Grant applications are assigned a score for each criterion. Scores for each criterion are tallied to arrive at a cumulative score for each application. The application with the highest total score should be selected for the award, unless other circumstances exist which warrant the award going to a different applicant. An explanation of why the applicant with the highest score was not selected should be documented and maintained. The agency must notify applicants of the award winner by either communicating with them directly or posting the winning applicant's name on the agency's website. (Note: a scoring system is not required if the grant specifies the entity who shall receive the funds and how the funds will be allocated)~~

### Grant Agreements

~~Agencies must have a procedure for responding to complaints from applicants who were not selected for award. At a minimum, these complaints should be investigated by someone of authority. The results of the investigation must be documented.~~

~~Agencies must use a written grant agreement for all grants issued by the agency. The grant agreement should include:~~

- ~~1. Agency's authority for the grant program.~~
- ~~2. Scope and timeline for the work.~~
- ~~3. Federal CFDA number if applicable.~~
- ~~4. Awarding agency's DUNS number if applicable.~~
- ~~5. Subrecipient's DUNS number if applicable.~~
- ~~6. Subrecipient's duties in carrying out the grant.~~
- ~~7. Method of determining how the subrecipient's performance will be measured.~~
- ~~8. How and when grant payments will be made.~~
- ~~9. Language and assurances including clauses regarding liability, data practices, intellectual property,  
—Worker's  
—Compensation, and provisions regarding federal funds.~~
- ~~10. Reporting requirements.~~
- ~~11. Matching requirements if applicable.~~
- ~~12. A provision allowing the awarding agency, the Division of Internal Audits, the Legislative Counsel  
—Bureau and any other entity as required by law to audit the subrecipient.~~
- ~~13. A requirement to maintain all documents needed for an audit, and respond to auditor inquiries.~~
- ~~14. A termination clause for non-performance or other pertinent issues.~~
- ~~15. Name and phone number of the agency's contact person.~~
- ~~16. Signatures of all involved parties.~~

~~Any special requirements imposed by the Federal Government must be noted on the agreement.~~

~~Grant agreements must be reviewed and approved by the agency's assigned Deputy Attorney General (DAG) before they are executed. If an agency uses a standard grant agreement template, then only the template need be approved. Individual transactions using the approved template do not require DAG approval. Any changes to the original template which change the terms of the agreement would require DAG approval. Any subsequent changes to the grant agreement must be made using an amendment signed by all involved parties. Amendments must be reviewed and approved by the assigned Deputy Attorney General.~~

#### Conflicts of Interest

~~All state employees and grant reviewers involved in the grant process must disclose in writing any conflict of interest for each grant issuance they participate in. The written disclosure must identify any grant applicant with which they have an actual or perceived conflict of interest. The grant process includes activities such as developing or evaluating grant guidelines or applications, awarding a grant, drafting or entering into a grant agreement, evaluating grantee performance, and authorizing payments to the grantee.~~

~~Examples of conflict of interests~~

- ~~1. Uses their status or position to obtain special advantage, benefit, or access to the grantee.~~
- ~~2. Receives money or anything else of value from a grant applicant or subrecipient, or has equity or a financial interest in an applicant organization.~~
- ~~3. Is an employee, board member, or has any relationship that can be perceived as a conflict of interest with a grant applicant or subrecipient.~~

~~If an actual or perceived conflict of interest is thought to exist, appropriate steps should be taken to avoid the conflict. These steps may include reassigning the duties associated with the particular grant to another employee or grant reviewer, or requiring the employee or grant reviewer to remove themselves from the discussion or decision that is affected by the conflict. At a minimum, all internal parties who are involved with the situation must be made aware of the actual or perceived conflict, even if it is not serious enough to remove or reassign the employee or grant reviewer. The conflict and resolution should be documented and maintained by the agency.~~

### Grant Fraud and Waste

~~Suspected fraud or waste in grants should be reported to the Attorney General's Office or the Division of Internal Audits.~~

~~Acceptance of a grant award means that the state will comply with, and include in all subawards, the grant provisions, all applicable state and Federal and state statutes, regulations, guidelines and any amendments. The State agency accepting the award (or the prime recipient), or administering legislatively mandated grants, is responsible for efficient and effective administration of the grant funds, including in the instance that the State agency acts as a pass-through entity. This requires the confirmation that all expenditures for grants are allowable, reasonable, and allocable by auditing fiscal and programmatic reports submitted by subrecipients for appropriate documentation prior to reimbursement. Develop and implement a plan for monitoring subrecipients to reduce audit findings, fraud, and waste and abuse in the administration of use of grants. The management of performance by subrecipients, in the case of grants, requires a policy to consistently and collaboratively comply with state and Ffederal and state regulations in the achievement of the approved performance goals (see "088-012 Allowability of Costs" and "088-017 Performance Management & Evaluation" in the located in the Grant Office Website).~~

~~An agency may not incur expenditures without proper budget authority. Changes to existing budget authority are completed through work program requests (see SAM). The information on the notice of grant award and the submitted application will assist in the completion of the work program documents. The completion and submission of a Job Maintenance Form (KTLOPS-35) to the Controller's Office is necessary to ensure appropriate tracking of revenue and expenditures for each award.~~

## ~~3022 Monitoring Subrecipients [1]~~ **3022 Post Award Processes**

~~State agencies issuing funds should document a monitoring plan to ensure subrecipients are complying with:~~

- ~~1. Fiscal requirements and use awards for authorized purposes.~~

- ~~2. Program requirements and are achieving program goals.~~
- ~~3. Reporting requirements both fiscal and program.~~
- ~~4. Any other requirements imposed by the Federal Government.~~
- ~~5. The A-133 Single Audit requirement and any audit exceptions have been corrected.~~

~~Agencies should use a risk assessment to determine the extent of monitoring procedures performed for each subrecipient based on items such as:~~

- ~~1. Size of the award relative to the grantor and recipient.~~
- ~~2. Award complexity.~~
- ~~3. Prior experience with the subrecipient.~~
- ~~4. Degree of external oversight by auditors (Agencies should monitor subrecipients even if they receive —an A-133 Single Audit).~~
- ~~5. Sophistication of the subrecipient's systems and administrative operations.~~

Pursuant to NRS 353.245, each agency must provide a copy of its grant application and its grant awards to both the Governor's Finance Office and the Legislative Counsel Bureau's Fiscal Analysis Division.

An agency may not incur expenditures without proper budget authority. Therefore, agencies must budget for the grant award if it was not approved as part of the legislatively approved budget. Changes to existing budget authority are completed through work program requests (see SAM 2524). The information on the notice of grant award and the submitted application will assist in the completion of the work program documents. Also, the completion and submission of a Job Number Maintenance Form (KTLOPS-35) to the Controller's Office is necessary to ensure appropriate tracking of revenue and expenditures for each award.

Unless authorizing language specifically prohibits it, a state agency may use awarded grant funds to:

- 1) directly implement projects to carry out specific-specified program objectives;
- 2) subaward to another organization; and/or
- 3) contract with a vendor to deliver goods and services.

~~A state agency functioning as a pass-through entity must determine what type of instrument, subaward agreement vs. procurement contract, is necessary to achieve the goals outlined in the proposed grant project under a specific notice of funding opportunity. Determine the instrument for the distribution of funds during the process of developing the budget for the proposed project to properly categorize costs. Selecting either to contract or to subaward is part of the pre-award process (see SAM and policy "088-001 Subaward vs. Contract Determination" in the located in the Grant Office Website).~~

#### Award Procedures for Passing Through Funds

The below 11 policies below, excerpted from the Nevada Grant Policy Manual, located in the Grant Office Website, outline the procedures that must be used by agencies when issuing subawards or state-funded subawards. Deviations from these guidelines-policies must be justified by Nevada Revised Statutes (NRS), federal law, or requirements imposed by the grant program. The justifications must be documented and retained in the agency's records.



- ~~1. The distribution of grant funds to other state agencies, tribal, and/or nonprofit entities is done via a competitive process, unless other process is required. The competitive process involves a group of subject matter experts to rank the submitted proposals. Final allocation is based on the ranking and justification from the awarding agency. For this process, establish competitive review criteria per “088-008 Subaward Competitive Review Criteria.”~~
- ~~2.1. Agencies must d~~Develop a Notice of Funding Opportunity per “088-005 Developing a Notice of Funding Opportunity (NoFO)” for their stakeholders to ensure the required and necessary information is included in any applications or proposals required by the state agency.~~the announcement. The policy also provides guidance about tasks to be completed in announcing and receiving the proposals.~~
- ~~2. Unless subgrantees were specifically identified in the grant application, the best practice for distribution of grant funds to other state agencies, tribal, and/or nonprofit entities is to conduct a competitive process. The competitive process involves a group of subject matter experts ranking the proposals. Final allocation is based on the ranking and justification from the awarding agency. Agencies not using a competitive process should document the reasons why.~~
- ~~3. Enforce conflict of interest and confidentiality during competitive review per “088-007 Conflict of Interest and Confidentiality.”~~ Federal and s~~State and federal~~ regulations require the disclosure of conflict of interest for evaluators participating in the process of ranking competitive proposals. For non-competitive grant programs, the person with authority to determine the final distribution must provide a conflict of interest disclosure.
- ~~4. The completion of a risk assessment is required before issuing a subaward agreement. The awarding state agency is responsible for evaluating each subrecipient to determine the risk of noncompliance with the applicable f~~Federal and/or S~~state~~ statutes, regulations, and terms of the subaward. Timeliness is critical to the risk assessment process mandated by 2 Code of Federal Regulations (CFR) 200.519.
- ~~4. Conduct a risk assessment of potential subrecipients per “088-006 Potential Subrecipient Risk Assessment.”~~ Also, prior to issuing a final award to a subrecipient, the state agency, ~~as the pass-through entity~~ must ensure the subrecipient is not on the Federal Excluded Parties List System ~~(at System for Award Management (SAM))~~ for debarment and/or suspension.
- ~~5. To ensure the proper procedures are followed, the subaward agreement clearly identifies the subrecipient, and includes the mandated information, issue a subaward agreement per “088-009 Issuing a Subaward Agreement.”~~
- ~~5. With few exceptions, agencies must make grant payments for expenditures on a reimbursement basis. Reimbursement requires the submission of correct and complete source documentation to back up all expenditures incurred in the implementation of the approved project, and an accurately completed fiscal report. Reimbursements to subrecipients must occur within 30 days of the receipt of the request/fiscal report by the awarding agency.~~
- ~~6. Grant agreements must be amended whenever changes to the original approved document occurs. This includes the obligation, compensation, and expiration date. The changes to the key personnel found in the original grant agreement also require and amendment. Fully executed grant agreements and their amendments are legally binding documents, consequently amendments to the original grant agreement may only be approved when the purpose of the amendment is similar to the purpose of the original agreement, and the duties of the subrecipient are within the original approved request for proposal. As needed, amend the subaward per “088-011 Amending a Subaward Agreement.”~~

7. ~~Monitor subrecipients to determine the progress made against goals and indicators of performance. Monitoring reveals whether the desired results are occurring, confirms the implementation is on track and in general that the results measured are the direct and short-term consequences of program activities. Monitor subrecipients per “088-015 Monitoring Subrecipients.”~~
8. ~~With few exceptions, make grant payments for expenditures on a reimbursement basis. Reimbursement requires the submission of a set of documents. The set includes correct and complete documentation to backup all expenditures incurred in the implementation of the approved project, and the accurately completed fiscal report also known as a reimbursement request. Reimbursements to subrecipients must occur within 30 days of the approval of the request/fiscal report by the awarding agency. Execute fiscal reports and reimbursements per “088-013 Fiscal Reports (Prime & Subrecipient).”~~
9. ~~Require performance reports per “088-014 Performance Reports (Prime & Subrecipient).” Performance reports reflect the activities accomplished in reaching the approved objectives. They highlight progress and community impact. This type of reports may include compliance data to ensure activities meet Federal and state regulations and are necessary to maintain transparency and monitor progress.~~
10. 7. State agencies with authority to pass-through funding to other entities become subject to the responsibility of monitoring subrecipients for compliance with applicable Federal and state requirements for grants. Due to the significance of the information extracted from the subrecipient’s Single Audit Report about compliance matters, the annual review of Single Audit Reports for appropriate subrecipients is one of the most important compliance requirements. Also, agencies must monitor subrecipients to determine the progress made against goals and indicators of performance. Monitoring reveals whether the desired results are occurring, confirms the implementation is on track and that the results measured are the direct and short-term consequences of program activities. Hence, review Single Audit Reports annually per “088-016 Review of Subrecipient Single Audit Report.”
11. ~~Reconciliation of prime and subawards is essential to their closure. The closing of the entire prime award is feasible only when finished with the closing of subawards. Subawards close as projects are completed or at the end of their performance period and all their pending items are solved. Notify the Grant Office about a noteworthy balance remaining in the prime award. Close out prime award and subawards per “088-019 Closeout (Prime & Subaward).”~~

## Reporting

An agency receiving ~~Federal or State~~ grant funds must follow the established policies and procedures for distribution, submission and review of the required ~~subrecipient~~ fiscal and program reports. Agencies must also comply with any reporting requirements identified in statute or legislation. Best practices and forms are available by contacting the Grant Office.

~~Regardless of the type of report, timeliness is critical to the risk assessment process mandated by 2 Code of Federal Regulations (CFR) 200.519.~~

In addition to financial reporting, performance reporting is also important. Performance reports reflect the activities accomplished in furtherance of the grant objectives, and highlight community impact. Performance reporting may include compliance data to ensure that program activities meet federal and State regulations. Performance reporting also maintains transparency, and may be used to leverage additional awards in the future.

In preparation of the ~~SS~~State's Single Audit Report and to confirm the information about grant awards from each agency, the State Controller's Office relies on the state agency to certify that the information about grants it manages is correct as reflected at that time in the state's system. It is important that agencies provide information on the Controller's Single Audit Reporting Form in a timely fashion so that the State Controller may complete its Schedule of Expenditures of Federal Awards. ~~For best results and compliance execute and submit required documentation timely, per "088-021 State Agency Single Audit Reporting."~~

#### State Agency Reimbursement via Federal Draw Down

A **draw down or draw** is the process used by state agencies to request reimbursement of ~~f~~Federal grant expenditures from the ~~f~~Federal awarding agency. Draws require state agencies to notify the State Treasurer's Office by completing a Federal Draw Request Form located at Nevada Treasurer's Website, creating a "CR" in the state's fiscal system "(Advantage)" and placing it on "hold." The Treasurer's Office will access the appropriate ~~f~~Federal portal and perform the draw. ~~For s~~State agencies ~~that performing a draw directly from their funding Federal a federal~~ agency, agencies must also ~~S~~submit an Incoming Funds Notification form found at the Nevada Treasurer's Website, create the "CR" in Advantage, and placing it on "hold." ~~For more details, see policy "088-018 State Agency Federal Draw Down" in the .~~

The federal Cash Management Improvement Act requires the federal government and the states to minimize the time between transfer of federal funds and payments made by the states for federal grant program purposes. For agencies drawing grants, this means that agencies must minimize the time between deposit of federal funds in the State's account and disbursement of those funds for program purposes. Otherwise, the federal government may be entitled to the interest from the day the State deposits federal money to the day the State disburses that money for program purposes.

#### Federal Funding Accountability and Transparency Act Reporting

A state agency that passes funds through to a subrecipient or contractor for an amount greater than \$25,000 is required to report the transaction within 30 days of the written obligation using the web-reporting site www.fsrs.gov. The Federal Subaward Reporting System (FSRS) is the reporting tool used by ~~f~~Federal recipients to capture and report subaward and executive compensation data about their subawards (first-tier) as applicable. For detailed requirements, see policy "088-010 Federal Funding Accountability and Transparency Act (FFATA)" in the Nevada Grant Policy Manual, ~~located in the Grant Office Website.~~

## 3024 Closeout

Grant closeout includes, but is not limited to, the following tasks:

1. Completion of any final draws of funds;
2. Completion of the final program report; and
3. Completion of the final financial report.

Reconciliation of prime and subawards expenditures, including subawards, is essential to grant their closeout.  
The closing of the entire prime award is feasible only when finished with the closing of subawards. Subawards



close as projects are completed or at the end of their performance period and all their pending items are solved. Notify the Grant Office about a noteworthy balance remaining in the prime award.

~~A State agency must confirm the completion of all applicable administrative actions and all mandatory work required by a Federal grant award or any other award per policy “088-019 Closeout (Prime & Subaward)” in the , located in the Grant Office Website.~~

A balance remaining on an subaward that will not be used by the subrecipient is called a deobligation. Nevada’s goal is to deobligate zero dollars to the federal government. or reversion of funds. Funds being deobligated~~reverted~~ to a f~~Federal~~ awarding agency must be reported to the State Grant Office (see policy “088-003 State Agency Required Grant Notifications” in the Nevada Grant Policy Manual, located in the Grant Office Website).

State agencies must confirm the completion of all applicable administrative actions and all mandatory work required by a federal grant award or any other award, as outlined in the Nevada Grant Policy Manual.

#### Deobligation

~~An agency has three options to manage the de-obligation of any subrecipient funds. When choosing an option, keep in mind that Nevada’s goal is to revert/deobligate zero dollars to the Federal government.~~

- ~~1. Reallocate the reverted/ deobligated funds. This requires researching potential subrecipients who can use the funds for eligible activities within the performance period. When a State agency is able to reallocate the reverted/deobligated funds, it must follow the process for subawarding as outline in SAM.~~
- ~~2. When possible, reverted/deobligated subrecipient funds revert to the primary award for use by the pass-through entity (State agency) for eligible activities within the performance period.~~
- ~~3. The reverted/deobligated subrecipient funds cannot be used for eligible activities within the performance period. Therefore, funds are reverted to the Federal awarding agency.~~

All grant, subgrant and contract documentation for fiscal and program activities must be kept for a minimum of three (3) years from the date of the final reimbursement request.

# LEASES SUMMARY

BOE #	LESSEE		LESSOR	AMOUNT
1.	DEPARTMENT OF MOTOR VEHICLES, COMPLIANCE ENFORCEMENT DIVISION – EMISSION CONTROL PROGRAM		H & E TRUST	\$33,540
	This is an extension of an existing lease.			
	<b>Term of Lease:</b>	<b>11/01/2018</b> – <b>10/31/2023</b>	<b>Located in Carson City</b>	
2.	DEPARTMENT OF PUBLIC SAFETY – HIGHWAY PATROL DIVISION		CITY OF WEST WENDOVER	\$42,000
	This is a sublease to replace and existing interlocal lease.			
	<b>Term of Lease:</b>	<b>07/01/2018</b> – <b>06/30/2028</b>	<b>Located in West Wendover</b>	
3.	OFFICE OF THE SECRETARY OF STATE		CITY OF NORTH LAS VEGAS	\$1,962
	This lease was negotiated to relocate the Secretary of State's Office due to on-going maintenance and concerns at the current location.			
	<b>Term of Lease:</b>	<b>05/29/2018</b> – <b>08/31/2018</b>	<b>Located in North Las Vegas</b>	
4.	OFFICE OF THE SECRETARY OF STATE		CITY OF NORTH LAS VEGAS	\$1,206,444
	This lease was negotiated to relocate the Secretary of State's Office due to on-going maintenance and concerns at the current location.			
	<b>Term of Lease:</b>	<b>09/01/2018</b> – <b>08/31/2021</b>	<b>Located in North Las Vegas</b>	
5.	SILVER STATE HEALTH INSURANCE EXCHANGE		VALLEY VIEW CENTER, LLC	\$ 245,747
	This is an extension of an existing lease.			
	<b>Term of Lease:</b>	<b>09/01/2018</b> – <b>10/31/2023</b>	<b>Located in Henderson</b>	
6.	ENTERPRISE INFORMATION TECHNOLOGY SERVICES		DEPARTMENT OF HEALTH AND HUMAN SERVICES – AGING AND DISABILITY SERVICES	\$16,186
	This is an extension of an existing lease.			
	<b>Term of Lease:</b>	<b>07/01/2018</b> – <b>06/30/2022</b>	<b>Located in Las Vegas</b>	

**Please Note:** Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	6/7/18
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency:	Department of Motor Vehicles, Compliance Enforcement Division, Emission Control Program 555 Wright Way Carson City, Nevada 89711 Gareth Jones Phone (775) 684-4804 Fax: (775) 684-4389 Email: gjones01@dmv.nv.gov				
Remarks:	Leasing Services negotiated this lease renewal which is needed in order to test equipment as to not disturb the public for another five (5) years. This lease is well below warehouse market rates.				
Exceptions/Special notes:	Minimal janitorial specifications are needed.				
2. Name of Lessor:	H & E Trust				
3. Address of Lessor:	59 2nd Street East Sonoma, California 95376				
4. Property contact:	John Uhart Commercial Real Estate Services 301 West Washington Street, Suite 1 Carson City, Nevada 89703 John Uhart, CCIM Phone: (775) 884-1896 Fax: (775) 884-4896 Email: jfuhart@ccim.net				
5. Address of Lease property:	3650 Research Way, Suite 24 Carson City, Nevada 89706				
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 1,250				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
	\$520.00	12	\$6,240.00	November 1, 2018 - October 31, 2019	\$0.42
	\$550.00	12	\$6,600.00	November 1, 2019 - October 31, 2020	\$0.44
	\$550.00	12	\$6,600.00	November 1, 2020 - October 31, 2021	\$0.44
	\$575.00	12	\$6,900.00	November 1, 2021 - October 31, 2022	\$0.46
	\$600.00	12	\$7,200.00	November 1, 2022 - October 31, 2023	\$0.48
c. Total Lease Consideration:	60		\$33,540.00		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Renewal terms: One identical term		
e. Holdover notice:	# of Days required 90		Holdover terms: 5% / 90		
f. Term:	Five (5) years				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input checked="" type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:	Warehouse Rates \$0.48 - \$0.81				
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	4722				
6. Purpose of the lease:	To house the DMV / Emission Control Program				
7. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other				
a. Estimated Moving Expenses:	\$0.00		Furnishings:	\$0.00	
			Data/Phones:	\$0.00	

RECEIVED

JUN 05 2018

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

 6/1/18  
Authorized Agency Signature Date


For Public Works Information:


8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20121477274</u>	Exp:	<u>8/31/2018</u>	
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	<u>T32002732</u>			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

 6/5/18  
Authorized Signature Date  
Public Works Division

 <sup>BM</sup>  
For Board of Examiners ☒ YES ☐ NO

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by: <i>[Signature]</i>	<i>6-6-18</i>
Reviewed by: <i>[Signature]</i>	<i>6/6/18</i>
Reviewed by:	

### STATEWIDE LEASE INFORMATION

RECEIVED

JUN 06 2018

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

1. Agency:

Department of Public Safety  
Highway Patrol Division  
555 Wright Way  
Carson City, Nevada 89711  
Contact: Melissa Carr  
Phone: (775) 684-4593 Fax: (775) 684-4809 Email: mcarr@dps.state.nv.us

Remarks:

This sublease replaces the existing interlocal lease. The tenant has requested to remain co-located in the City of West Wendover's Police Department. The rate has remained the same for the past 9 years, the Lessor has requested only a fifty dollar increase every 5 years.

Exceptions/Special notes:

2. Name of Lessor:

City of West Wendover

3. Address of Lessor:

PO Box 2825  
West Wendover, Nevada 89883

4. Property contact:

Chris J. Melville, City Manager  
Phone: (775) 664-3081 Fax: (775) 664-3720 Email: cmelville@westwendovercity.com

5. Address of Lease property:

1111 N. Gene L. Jones Way  
West Wendover, Nevada 89883

a. Square Footage:

☐ Rentable

☒ Usable 108

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
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Increase %

	\$325.00	12	\$3,900.00	July 1, 2018 - June 30, 2019	\$3.01
0%	\$325.00	12	\$3,900.00	July 1, 2019 - June 30, 2020	\$3.01
0%	\$325.00	12	\$3,900.00	July 1, 2020 - June 30, 2021	\$3.01
0%	\$325.00	12	\$3,900.00	July 1, 2021 - June 30, 2022	\$3.01
0%	\$325.00	12	\$3,900.00	July 1, 2022 - June 30, 2023	\$3.01

c. Period Consideration

		60	\$19,500.00		
15%	\$375.00	12	\$4,500.00	July 1, 2023 - June 30, 2024	\$3.47
0%	\$375.00	12	\$4,500.00	July 1, 2024 - June 30, 2025	\$3.47
0%	\$375.00	12	\$4,500.00	July 1, 2025 - June 30, 2026	\$3.47
0%	\$375.00	12	\$4,500.00	July 1, 2026 - June 30, 2027	\$3.47
0%	\$375.00	12	\$4,500.00	July 1, 2027 - June 30, 2028	\$3.47

c. Option Period Consideration:

		60	\$22,500.00		
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c. Grand Total Lease Consideration:

		120	\$42,000.00		
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d. Option to renew:

☒ Yes ☐ No 90 Renewal terms: Pre negotiated renewal

e. Holdover notice:

# of Days required 30 Holdover terms: 90 days to renew

f. Term:

Five (5) years

g. Pass-thrus/CAM/Taxes

☒ Landlord ☐ Tenant

h. Utilities:

☒ Landlord ☐ Tenant

i. Janitorial:

☒ Landlord ☐ Tenant ☐ 3 day ☐ 5 day ☐ Rural 3 day ☐ Rural 5 day ☒ Other (see special notes)

j. Repairs:

Major: ☒ Landlord ☐ Tenant Minor: ☒ Landlord ☐ Tenant

k. Comparable Market Rate:

Not Available - Rural Area

l. Specific termination clause in lease:

Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number:

4713

6. Purpose of the lease:

To house the Highway Patrol Division

7. This lease constitutes:

- ☒ An extension of an existing lease
- ☐ An addition to current facilities (requires a remark)
- ☐ A relocation (requires a remark)
- ☐ A new location (requires a remark)
- ☐ Remodeling only
- ☒ Other

a. Estimated Moving Expenses: \$0.00

Furnishings: \$0.00

Data/Phones: \$0.00



**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**

Yes ☒ No ☐ Dec Unit \_\_\_\_\_

**IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET**

 06.05.18  
Authorized Agency Signature Date

For Public Works Information:

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	Exempt	Exp: N/A							2
b. The Contractor is registered with the Nevada Secretary of State's Office as a:		LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LP <input type="checkbox"/>							
c. Is the Contractor Exempt from obtaining a Business License:		<input checked="" type="checkbox"/> YES					<input type="checkbox"/> NO		
*If yes, please explain in exceptions section									
d. Is the Contractors Name the same as the Legal Entity Name?		<input checked="" type="checkbox"/> YES					<input type="checkbox"/> NO		
*If no, please explain in exceptions section									
e. Does the Contractor have a current Nevada State Business License (SBL)?		<input type="checkbox"/> YES					<input checked="" type="checkbox"/> NO		
*If no, please explain in exceptions section									
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States		<input checked="" type="checkbox"/> YES					<input type="checkbox"/> NO		
g. State of Nevada Vendor number:	T80961605								

**9. Compliance with NRS 331.110, Section 1, Paragraph 2:**

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

 6/5/18  
Authorized Signature Date  
Public Works Division

 For Board of Examiners ☒ YES ☐ NO



PUBLIC WORKS DIVISION

**Carson City Offices:**

*Public Works Section*  
515 E. Musser Street, Suite 102  
Carson City, Nevada 89701-4263  
(775) 684-4141 • Fax (775) 684-4142

*Buildings & Grounds Section*  
(775) 684-1800 • Fax (775) 684-1821

*Leasing Services Section*  
(775) 684-1815 • Fax (775) 684-1817

**Las Vegas Offices:**

*Public Works Section*  
2300 McLeod Street  
Las Vegas, Nevada 89104  
(702) 486-5115 • Fax (702) 486-5094

*Buildings & Grounds Section*  
2300 McLeod Street  
Las Vegas, Nevada 89104  
(702) 486-4300 • Fax (702) 486-4308

## MEMORANDUM

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**Date:** June 15, 2018

**To:** Jim Rodriguez, Budget Analyst

**From:** Becky McCabe, Leasing Services

**Subject:** DPS/NHP 1111 N. Gene L. Jones Way, Wendover

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As requested this memo is a clarification for a retroactive start date of July 1, 2018 for the lease referenced above, which house the Department of Public Safety, Nevada Highway Patrol.

This sublease replaces the existing interlocal lease. We received the space request on April 30<sup>th</sup>, 2018. Once negotiations were done the letter of intent from the City of West Wendover was received on May 15, 2018. Certification of funding was received on May 24, 2018. It was sent to the City of West Wendover for signature on May 29, 2018 and due to the fact that the Mayor was out of town it was not returned to leasing services until June 5, 2018.

Thank you,

Becky McCabe

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	LA 6/21/18
Reviewed by:	
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency:	Office of the Secretary of State 101 North Carson Street Carson City, Nevada 89701 Craig Kozeniesky 775.684.5656 fax: 775.684.5725 ckozeniesky@sos.nv.gov				
Remarks:	This lease was negotiated to relocate the Secretary of State's office, due to on-going maintenance and concerns at the current location. This month to month, zero cost, agreement was negotiated to accommodate immediate and phased in relocation and to offset moving costs.				
Exceptions/Special notes:	Additional security is required, as this is not provided by the City of North Las Vegas on Friday's. Actual cost for security is \$2,616.00 monthly, the City is willing to pay 25%.				
2. Name of Lessor:	City of North Las Vegas				
3. Address of Lessor:	2250 Las Vegas Boulevard North North Las Vegas, Nevada 89030				
4. Property contact:	Bill Legere 702.633.1531 fax: 702.633.6868 legereb@cithofnorthlasvegas.com				
5. Address of Lease property:	2250 Las Vegas Boulevard North, Fourth Floor North Las Vegas, Nevada 89030				
a. Square Footage:	<input checked="" type="checkbox"/> Rentable <input type="checkbox"/> Usable 13,925 plus 182 sf at no cost - for a total of 14,107 square feet				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
Rent	\$0.00	3 mo, 3 days	\$0.00	May 29, 2018 - August 31, 2018	\$1.85
Additional Security	\$1,962.00	1	\$1,962.00	August 1, 2018 - August 31, 2018	
c. Total Lease Consideration:		3 mo, 3 days	\$1,962.00		
d. Option to renew:	<input type="checkbox"/> Yes <input type="checkbox"/> No Renewal terms: Long Term Lease to Follow				
e. Holdover notice:	# of Days required Holdover terms:				
f. Term:	Three (3) Months, Three (3) Days				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input checked="" type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:	\$2.05 - \$2.60 - Las Vegas / Henderson Area				
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	1050				
6. Purpose of the lease:	To house the Office of the Secretary of State				
7. This lease constitutes:	<input type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input checked="" type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other				

a. Estimated Moving Expenses: \$9,516.00 Furnishings: \$0.00 Data/Phones: \$TBD

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

Barbara K. Gegauske 5/31/2018  
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	Exempt	Exp:		43
b. The Contractor is registered with the Nevada Secretary of State's Office as a:		LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LP <input type="checkbox"/>		
c. Is the Contractor Exempt from obtaining a Business License:		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
g. State of Nevada Vendor number:				

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

[Signature] for 5/30/18  
Authorized Signature Date  
Public Works Division

//  
For Board of Examiners ☒ YES ☐ NO

commencement and BOE targets are initial estimates and may be subject to change with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	LA 4/21/18
Reviewed by:	
Reviewed by:	

### STATEWIDE LEASE INFORMATION

Office of the Secretary of State  
101 North Carson Street  
Carson City, Nevada 89701  
Craig Kozeniesky  
775.684.5656 fax: 775.684.5725 ckozeniesky@sos.nv.gov

Remarks:

This lease was negotiated to relocate the Secretary of State's office, due to on-going maintenance and concerns at the current location. This lease replaces a month to month, zero cost, agreement which was negotiated to accommodate immediate and phased in relocation and to offset moving costs.

#### Exceptions/Special notes:

Additional security is required, as this is not provided by the City of North Las Vegas on Friday's. Actual cost for security is \$2,616.00 monthly, the City is willing to pay 25%.

2. Name of Lessor:

City of North Las Vegas

3. Address of Lessor:

2250 Las Vegas Boulevard North  
North Las Vegas, Nevada 89030

4. Property contact:

Bill Legere  
702.633.1531 fax: 702.633.6868 legereb@cithofnorthlasvegas.com

5. Address of Lease property:

2250 Las Vegas Boulevard North, Fourth Floor  
North Las Vegas, Nevada 89030

a. Square Footage:

☒ Rentable  
☐ Usable 13,925 plus 182 sf at no cost - for a total of 14,107 square feet

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
\$25,761.25	12	\$309,135.00	September 1, 2018 - August 31, 2019	\$1.85
3% \$26,596.75	12	\$319,161.00	September 1, 2019 - August 31, 2020	\$1.91
3% \$27,293.00	12	\$327,516.00	September 1, 2020 - August 31, 2021	\$1.96
Additional Security \$1,962.00	36	\$70,632.00	September 1, 2018 - August 31, 2021	

Increase %

Additional Security

c. Total Lease Consideration:

36 \$1,026,444.00

d. Option to renew:

☒ Yes ☐ No 90 Renewal terms: One Identical Term

e. Holdover notice:

# of Days required 30 Holdover terms: 5%/90

f. Term:

Three (3) Years:

g. Pass-thrus/CAM/Taxes

☒ Landlord ☐ Tenant

h. Utilities:

☒ Landlord ☐ Tenant

i. Janitorial:

☒ Landlord ☐ Tenant ☐ 3 day ☒ 5 day ☐ Rural 3 day ☐ Rural 5 day ☐ Other (see special notes)

j. Repairs:

Major: ☒ Landlord ☐ Tenant Minor: ☒ Landlord ☐ Tenant

k. Comparable Market Rate:

\$2.05 - \$2.60 - Las Vegas / Henderson Area

l. Specific termination clause in lease:

Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number:

6. Purpose of the lease:

To house the Office of the Secretary of State

7. This lease constitutes:

- ☐ An extension of an existing lease
- ☐ An addition to current facilities (requires a remark)
- ☒ A relocation (requires a remark)
- ☐ A new location (requires a remark)
- ☐ Remodeling only
- ☐ Other

a. Estimated Moving Expenses: \$9,516.00

Furnishings: \$0.00

Data/Phones: \$TBD

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i>
Reviewed by:	
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency:	Silver State Health Insurance Exchange 2310 South Carson Street, Suite 2 Carson City, Nevada 89701 Christina Hadwick 775-687-9703 fax: 775-687-9932 ckhadwick@exchange.nv.gov				
Remarks:	Negotiations by Leasing Services created a \$5,446.84 savings and secured two reserved parking spaces with this lease renewal.				
Exceptions/Special notes:					
2. Name of Lessor:	Valley View Center, LLC				
3. Address of Lessor:	1971 West 190th Street, Suite 100 Torrance, California 90504				
4. Property contact:	UMC Real Estate Services 4343 East Camelback Road, Suite 215 Phoenix, Arizona 85018 Jacque Chilton (480) 467-2550 cell: (602) 538-3310 fax: (480) 467-2561 jchilton@umcres.com				
5. Address of Lease property:	150 North Stephanie Street, Suite 100 Henderson, Nevada 89074				
a. Square Footage:	<input checked="" type="checkbox"/> Rentable <input type="checkbox"/> Usable 2,131				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
Increase %	\$3,878.42	1	\$3,878.42	September 1, 2018 - September 30, 2018	\$1.82
	\$0.00	2	\$0.00	October 1, 2018 - November 30, 2018	\$0.00
0%	\$3,878.42	9	\$34,905.78	December 1, 2018 - August 31, 2019	\$1.82
3%	\$3,984.97	12	\$47,819.64	September 1, 2019 - August 31, 2020	\$1.87
2%	\$4,070.21	12	\$48,842.52	September 1, 2020 - August 31, 2021	\$1.91
3%	\$4,176.76	12	\$50,121.12	September 1, 2021 - August 31, 2022	\$1.96
3%	\$4,283.31	12	\$51,399.72	September 1, 2022 - August 31, 2023	\$2.01
2%	\$4,389.86	2	\$8,779.72	September 1, 2023 - October 31, 2023	\$2.06
c. Total Lease Consideration:		62	\$245,746.92		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		180	Renewal terms:	One identical term
e. Holdover notice:	# of Days required		30	Holdover terms:	5%/90 days
f. Term:	Five (5) Years, Two (2) Months				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input checked="" type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:	\$2.05 - \$2.60 - Las Vegas / Henderson Area				
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	1400				
6. Purpose of the lease:	To house the Silver State Health Insurance Exchange office and Training facility in Las Vegas.				
7. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other				
a. Estimated Moving Expenses:	\$0.00		Furnishings:	\$0.00	
			Data/Phones:	\$0.00	



STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes ✓ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

Heather Korman 5/16/18  
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20181016941</u>	Exp:	<u>1/31/2019</u>	2
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
g. State of Nevada Vendor number:	<u>T32006382</u>			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

David D. Patuck 5/16/18  
Authorized Signature Date  
Public Works Division

PS  
For Board of Examiners ☒ YES ☐ NO

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	

**REAL PROPERTY (FOR BOARDS AND COMMISSIONS)**  
**OR STORAGE LEASE INFORMATION**

1. Agency (Lessee):	Enterprise Information Technology Services 100 N Stewart Street, Suite 100 Carson City, NV 89701				
Purpose:	This is the lease of office space between Enterprise Information Technology Services and Aging and Disability Services Division				
Exceptions/Special Lease Terms:					
2. Name of Landlord (Lessor):	Department of Health and Human Services, Aging and Disability Services				
3. Address of Landlord:	Desert Regional Center 1391 South Jones Blvd. #1300, Las Vegas, NV 89146				
4. Property Contact:	Darrel Hansen - (702) 486-6333				
5. Address of Lease Property:	1391 South Jones Blvd. #1300, Las Vegas, NV 89146				
a. Square Footage or Unit Description	323 sq ft				
b. Cost:	Cost Per Month	# of Months in Time Frame	Cost Per Year	Time Frame	Cost/Square Foot
Increase %	337.212	12	4046.54	July 1, 2018 - June 30, 2019	1.044
	337.212	12	4046.54	July 1, 2019 - June 30, 2020	1.044
	337.212	12	4046.54	July 1, 2020 - June 30, 2021	1.044
	337.212	12	4046.54	July 1, 2021 - June 30, 2022	1.044
			16,186.00		
c. Total Lease Consideration:			16,186.00		
d. Option to Renew:	<input type="checkbox"/> Yes <input type="checkbox"/> No Renewal Terms:				
e. Holdover Notice:	# of Days Required Holdover Terms:				
f. Term:	rent does not include telephone or network access				
g. Pass-thrus/CAM/Taxes:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 Day <input type="checkbox"/> Rural 5 Day <input type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:					
l. Specific termination clause in lease:	Breach/Default/Lack of Funding				
m. Lease will be paid for by Agency Budget Account Number or BOC Number:					
6. BOE Threshold:					
7. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only				
a. Estimated Moving Expenses: \$	Furnishings: \$		Data/Phones: \$		



**PROPERTY OR STORAGE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE AND STORAGE SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**

Yes ☐ No ☐ Dec Unit \_\_\_\_\_

**IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET**

\_\_\_\_\_

\_\_\_\_\_  
Authorized Agency Signature

\_\_\_\_\_  
Date

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number: _____	Exp: _____	
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/> INC. <input type="checkbox"/> CORP. <input type="checkbox"/> LP <input type="checkbox"/>	
c. Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	<input type="checkbox"/> YES	<input type="checkbox"/> NO
d. Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	<input type="checkbox"/> YES	<input type="checkbox"/> NO
e. Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	<input type="checkbox"/> YES	<input type="checkbox"/> NO
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
g. State of Nevada Vendor number: _____		

**9. Compliance with NRS 331.110, Section 1, Paragraph 2:**

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input type="checkbox"/> YES	<input type="checkbox"/> NO

**Please Note:** Dates for lease commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

## **Attachment A**

### **Lease Agreement Terms Between Public Agencies**

#### **Desert Regional Center**

**And**

#### **Enterprise Information Technology Service**

Desert Regional Center (DRC) will lease office space located at 1391 South Jones Blvd #1300, Las Vegas, NV 89146 to Enterprise Information Technology Services (EITS).

The office space of approximately 323 square feet will house EITS telecommunication staff. EITS agrees to pay rent annually per Table 1 below. Rent includes the following utilities and services: natural gas, water, sewer, and electricity; a heating, ventilation and air-conditioning system capable of providing a comfortable office environment, garbage collection, and custodial services. Rent does NOT include telephone or network access. Rent is due by the 10<sup>th</sup> working day of July each year and will be prorated based upon occupied days for partial years.

**Table 1**

<b>FY</b>	<b>Dates</b>	<b>Annual Cost 323 Sq. Ft.</b>
19	July 1, 2018 – June 30, 2019	\$4,046.54
20	July 1, 2019 – June 30, 2020	\$4,046.54
21	July 1, 2020 – June 30, 2021	\$4,046.54
22	July 1, 2021 – June 30, 2022	\$4,046.54

\$1.044 per square foot set per State Public Works for Buildings & Grounds Rental Rates (office)

#### **Principal Contacts**

<b>Desert Regional Center:</b>	<b>Enterprise Information Technology Services:</b>
Darrel Hansen (702) 486-6333	John Bright (702) 486-4077 Fred Springer (775) 684-7340

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE - CONSUMER ADVOCATE	LCPDS, LLC	OTHER: REGULATORY ASSESSMENTS	\$100,000	Professional Service, FORMER EMPLOYEE
	Contract Description:	This is a new contract to provide professional services as an expert witness, technical expertise and support in analyzing electric, gas and water utilities, present written and oral testimony before the Nevada Public Utilities Commission and other tasks required by the Bureau of Consumer Protection. RELATES TO AGENDA ITEM 6B.				
	Term of Contract:	07/10/2018 - 07/14/2020	Contract # 20217			
2.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	ENTERPRISE JANITORIAL, INC.	OTHER: BUILDINGS AND GROUNDS BUILDING RENTAL INCOME REVENUE	\$55,933	
	Contract Description:	This is the third amendment to the original contract which continues ongoing janitorial services for 515 East Musser Street in Carson City. This amendment increases the maximum amount from \$98,515.39 to \$154,448.73, due to the demand for services being greater than projected.				
	Term of Contract:	02/01/2016 - 01/31/2020	Contract # 17486			
3.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - NEVADA SYSTEM OF HIGHER EDUCATION CIP PROJECTS - CCSN - NON-EXEC	BLACK EAGLE CONSULTING, INC.	BONDS 49% OTHER: NEVADA SYSTEM OF HIGHER EDUCATION FUNDS 51%	\$502,000	Professional Service
	Contract Description:	This is a new contract to provide professional geotechnical investigation services for the University of Nevada, Reno William N. Pennington Engineering Building CIP project, including daily inspections, testing of mass grading and structural fill operations, observation of slope stabilization processes, observation and testing demand critical welds, completing joint penetration welds, monitoring site welding processes and performing non-destructive testing operations: CIP Project No. 17-C06; SPWD Contract No. 112027.				
	Term of Contract:	07/10/2018 - 06/30/2022	Contract # 20163			

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
4.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - NEVADA SYSTEM OF HIGHER EDUCATION CIP PROJECTS - CCSN - NON-EXEC	CARPENTER SELLERS DEL GATTO ARCHITECTS, PC.	GENERAL	\$94,405	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides professional architectural/engineering services for the Nevada State College Education Academic Building Advance Planning CIP project: CIP No. 17-P08; SPWD Contract No. 111548. This amendment increases the maximum amount from \$1,502,735 to \$1,597,140 due to additional design work required as a result of the project site increasing from 5.0 acres to 12.5 acres.				
	Term of Contract:	12/12/2017 - 06/30/2021	Contract # 19476			
5.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - NEVADA SYSTEM OF HIGHER EDUCATION CIP PROJECTS - CCSN - NON-EXEC	CORE CONSTRUCTION SERVICES OF NEVADA, INC.	BONDS 51% OTHER: NEVADA SYSTEM OF HIGHER EDUCATION FUNDS 49%	\$78,850,138	Professional Service
	Contract Description:	This is a new contract to provide Owner Construction Manager at Risk (CMAR) services for the University of Nevada, Reno William N. Pennington Engineering Building CIP project: CIP Project No. 17-C06; SPWD Contract No. 111930.				
	Term of Contract:	07/10/2018 - 06/30/2022	Contract # 20144			
6.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF CORRECTIONS CIP PROJECTS - NON-EXEC	PENTA BUILDING GROUP, LLC	BONDS 94% OTHER: BALANCE FORWARD 6%	\$5,724,068	Professional Service
	Contract Description:	This is a new contract to provide Owner Construction Manager at Risk (CMAR) services for the Building Systems and Finishes Renovations for Unit 8 at the Southern Desert Correctional Center: CIP Project No. 17-C12; SPWD Contract No. 111368				
	Term of Contract:	07/10/2018 - 06/30/2022	Contract # 20145			

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
7.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION – ALL BUDGET ACCOUNTS	BUREAU VERITAS NORTH AMERICA, INC.	OTHER: VARIES	\$100,000	Professional Service
	Contract Description:	This is a new contract to provide ongoing building inspector services for capital improvement projects: SPWD Contract No. 112010.				
		Term of Contract:	07/10/2018 - 06/30/2019	Contract # 20142		
8.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION	PUNCH, LLC	OTHER: AGENCY FUNDS, ATTORNEY GENERAL SETTLEMENT FUNDS AND DONATIONS	\$90,000	
	Contract Description:	This is the first amendment to the original contract which provides for the design and installation of the State Battle Born memorial to Fallen Soldiers. This amendment increases the maximum amount from \$250,000 to \$340,000 due to the scope of work expansion to include fabrication and installation of the waterless reflecting pond artwork.				
		Term of Contract:	12/18/2017 - 12/31/2018	Contract # 19534		
9.	101	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS-TOURISM	TOURISM ECONOMICS, LLC	OTHER: LODGING TAX	\$396,678	
	Contract Description:	This is a new contract to provide ongoing travel economic impact research studies. Deliverables will include historical data collection, State and regional spending analysis, State and regional economic impact modeling and report generation.				
		Term of Contract:	07/11/2018 - 06/10/2022	Contract # 20103		
10.	300	DEPARTMENT OF EDUCATION - OFFICE OF EARLY LEARNING AND DEVELOPMENT	DAVID J. LEITNER DBA PACIFIC RESEARCH ASSOCIATES	GENERAL 25% FEDERAL 75%	\$58,250	Sole Source
	Contract Description:	This is the third amendment to the original contract which provides technical support for the database opening, data collection and reporting of annual Pre-K student demographics as a contingency in the event a Department's planned Infinite Campus rollout does not provide these services in an adequate fashion. This amendment increases the maximum amount from \$105,500 to \$163,750 due to the addition of maintenance of the Early Childhood Database environment and to establish procedures, timelines and pricing, including changes to prepare systems and implement data collection and provisions for the certified and validated turnover and destruction of all historical data while providing cooperation to the Infinite Campus implementation team.				
		Term of Contract:	05/19/2016 - 03/31/2020	Contract # 17595		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
11.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - FEDERAL PROGRAMS AND ADMINISTRATION	BOARD OF REGENTS- NEVAVDA SYSTEM OF HIGHER EDUCATION OBO UNIVERSITY OF NEVADA, RENO	FEDERAL	\$74,120	
	Contract Description:	This is a new interlocal agreement that continues ongoing training services that seek to address four topics for training each academic year. Topics will be selected from ongoing program evaluations and/or Division recommendations to include at least three hours of ethics throughout the year.				
	Term of Contract:	07/10/2018 - 06/30/2022	Contract # 20102			
12.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - HOME AND COMMUNITY-BASED SERVICES	BOARD OF REGENTS- NEVAVDA SYSTEM OF HIGHER EDUCATION OBO UNIVERSITY OF NEVADA, RENO	GENERAL	\$75,392	Exempt
	Contract Description:	This is a new interlocal agreement that continues caregiver training for directors, administrators, caregivers and staff of homes for individual residential care, residential facilities for groups, assisted living facilities and nursing facilities.				
	Term of Contract:	07/10/2018 - 06/30/2022	Contract # 20100			
13.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - HOME AND COMMUNITY-BASED SERVICES	BOARD OF REGENTS- NEVAVDA SYSTEM OF HIGHER EDUCATION OBO UNIVERSITY OF NEVADA, RENO	GENERAL	\$104,616	Exempt
	Contract Description:	This is a new interlocal agreement that continues training/education for both paid and unpaid caregivers with critical information to ensure the rights and safety of frail seniors living in rural communities are maintained.				
	Term of Contract:	07/10/2018 - 06/30/2022	Contract # 20101			
14.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - ADMINISTRATION	INFOMAGNETICS TECHNOLOGIES USA, CORPORATION DBA IMT, USA	GENERAL 10% FEDERAL 90%	\$1,275,000	
	Contract Description:	This is a new contract to provide a Master Client Index solution that maintains a unique identifier for every client of the programs and systems within all divisions of the Department.				
	Term of Contract:	07/10/2018 - 06/30/2022	Contract # 20123			

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
15.	440	DEPARTMENT OF CORRECTIONS - ONE-SHOT	SYSCON JUSTICE SYSTEMS CANADA, LTD	GENERAL	\$1,423,000	Sole Source
	Contract Description:	This is a new contract to provide Nevada Offender Tracking Information System (NOTIS) upgrades to convert stored data intended for use in the current Offender Management System (OMS) platform Elite and to further modernize a portion of the NOTIS medical records subsystem to a new web-based platform, S4. S4 is Syscon Justice Systems' product initiative to migrate the existing Oracle-Forms based Elite platform to a fully web-based technology platform.				
	Term of Contract:	07/11/2018 - 06/30/2019	Contract # 20138			
16.	440	DEPARTMENT OF CORRECTIONS - PRISON INDUSTRY	DIAMOND MOUNTAIN DISTRIBUTORS, LLC	OTHER: REVENUE	\$2,257,160	
	Contract Description:	This is a new revenue contract to provide ongoing reimbursement for costs to warehouse playing cards to be sorted and repackaged by offender labor at High Desert State Prison (HDSP), Southern Desert Correctional Center (SDCC) and Warm Springs Correctional Center (WSCC).				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 19956			
17.	440	DEPARTMENT OF CORRECTIONS - INMATE WELFARE ACCOUNT	KINGWOOD SECURITY SERVICES, LLC DBA CORRECTIONAL CABLE	OTHER: INMATE WELFARE FUND	\$1,403,328	
	Contract Description:	This is a new contract to provide satellite television services for inmates incarcerated in all correctional facilities within the State.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20054			
18.	656	DEPARTMENT OF PUBLIC SAFETY – FIRE MARSHALL - STATE EMERGENCY RESPONSE COMMISSION	IDSI INTERNATIONAL, INC.	HIGHWAY 40% FEE: HAZMAT 60%	\$265,500	
	Contract Description:	This new contract to provide on-going programming, technical and maintenance support services for the Nevada Hazardous Materials Database System.				
	Term of Contract:	07/10/2018 - 07/31/2022	Contract # 20202			
19.	902	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION - EMPLOYMENT SECURITY DIVISION – ALL BUDGET ACCOUNTS	LAS VEGAS INTERPRETERS CONNECTION, LLC	OTHER: VARIOUS	\$96,200	
	Contract Description:	This the fourth amendment to the original contract which provides ongoing interpretation services at Unemployment Insurance Hearings and other meetings in the Las Vegas area. This amendment increases the maximum amount from \$184,000 to \$280,200 due to a higher than anticipated need for these services.				
	Term of Contract:	06/01/2014 - 11/30/2018	Contract # 15605			

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20217**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1038-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **LCPDS, LLC**Contractor Name: **LCPDS, LLC**Address: **PO Box 2195**City/State/Zip: **Carson City, NV 89705**Contact/Phone: **Dale Stransky 775-790-9263**

Vendor No.:

NV Business ID: **NV20181350935**To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Regulatory Assessments</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **07/14/2020**Contract term: **2 years and 5 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

**This is a new contract to provide professional services as an expert witness, technical expertise and support in analyzing electric, gas and water utilities, present written and oral testimony before the Nevada Public Utilities Commission and other tasks required by the Bureau of Consumer Protection. RELATES TO AGENDA ITEM 6B.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Payment for services will be made at the rate of \$125.00 per hour maximum

Other basis for payment: Presentation and approval of monthly invoices that itemize work performed by time and date of services rendered.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Statutory requirement to represent consumers' interests in matters before the Public Utilities Commission and any legislature, board or commission with jurisdiction over Nevada regulated public utilities.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Specialized expertise is required by our office to adequately protect the public interest.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**



b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Contractor was chosen in preference for his specialized expertise, availability and reasonable rate.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

Yes

See the attached Authorization to Contract form for details.

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

Ernest Figueroa, Consumer Advocate Ph: 775-684-

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	hrobinso	06/08/2018 09:11:28 AM
Division Approval	hrobinso	06/08/2018 09:11:32 AM
Department Approval	cschon1	06/08/2018 14:22:32 PM
Contract Manager Approval	hrobinso	06/08/2018 14:32:27 PM
Budget Analyst Approval	hfield	06/15/2018 14:16:11 PM
BOE Agenda Approval	hfield	06/15/2018 14:16:14 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **17486** Amendment Number: **3**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION** Legal Entity Name: **ENTERPRISE JANITORIAL, Inc.**

Agency Code: **082** Contractor Name: **ENTERPRISE JANITORIAL, Inc.**

Appropriation Unit: **1349-12** Address: **PO BOX 19913**

Is budget authority available?: **Yes** City/State/Zip: **RENO , NV 89511**

If "No" please explain: **Not Applicable** Contact/Phone: **775-691-2939**

Vendor No.: **T32003728**

NV Business ID: **NV20141642364**

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	<b>100.00 % Building Rent</b>

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2016**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **01/31/2020**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Janitorial Services**

## 5. Purpose of contract:

**This is the third amendment to the original contract which continues ongoing janitorial services for the Department of Administration Director's Office, 515 East Musser Street in Carson City. This amendment increases the maximum amount from \$98,515.39 to \$154,448.73, due to the demand for services being greater than projected.**

## 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$26,250.88	\$26,250.88	\$26,250.88	Yes - Info
a. Amendment 1:	\$70,652.64	\$70,652.64	\$96,903.52	Yes - Action
b. Amendment 2:	\$1,611.87	\$1,611.51	\$1,611.39	No
2. Amount of current amendment (#3):	\$55,933.34	\$57,544.85	\$57,544.73	Yes - Action
3. New maximum contract amount:	\$154,448.73			

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

**To provide a safe, clean and healthy work environment for state employees and the public. Upkeep of the buildings is vital to the integrity of the building.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Buildings and Grounds custodial staff does not have enough personnel to handle care of all the state buildings.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

- a. List the names of vendors that were solicited to submit proposals (include at least three):

Statewide Open Competitive Solicitation

- b. Solicitation Waiver: **Not Applicable**

- c. Why was this contractor chosen in preference to other?

This vendor has provided the low bid for this building.

d. Last bid date: 12/01/2015 Anticipated re-bid date: 07/01/2016

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

- c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Buildings and Grounds since 2010 to present time work is satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	05/29/2018 07:16:22 AM
Division Approval	ssands	05/29/2018 07:18:00 AM
Department Approval	ssands	05/29/2018 07:18:05 AM
Contract Manager Approval	ssands	05/29/2018 07:18:10 AM
Budget Analyst Approval	jrodrig9	06/11/2018 12:09:47 PM
BOE Agenda Approval	hfield	06/11/2018 14:00:56 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20163**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1510-67**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BLACK EAGLE CONSULTING, INC.**Contractor Name: **BLACK EAGLE CONSULTING, INC.**Address: **1345 CAPITAL BLVD., STE. A**City/State/Zip: **RENO, NV 89502-7140**Contact/Phone: **775-359-6600**Vendor No.: **T27002047**NV Business ID: **NV19971293847**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	49.00 %
Highway Funds	0.00 %	X Other funding	51.00 % NSHE Funds

Agency Reference #: **112027**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **3 years and 356 days**4. Type of contract: **Contract**Contract description: **Geotechnical Test**

5. Purpose of contract:

**This is a new contract to provide professional geotechnical investigation services for the University of Nevada Reno William N. Pennington Engineering Building CIP project including daily inspections, testing of mass grading and structural fill operations, observation of slope stabilization processes, observation and testing demand critical welds, completing joint penetration welds, monitoring site welding processes and performing non-destructive testing operations: CIP Project No. 17-C06; SPWD Contract No. 112027.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$502,000.00**

Other basis for payment: Monthly progress payments based on services provided.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**2017 CIP.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Professional Geotechnical Investigation Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.**

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Current, Jeff, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imars1	05/25/2018 14:32:43 PM
Division Approval	Imars1	05/25/2018 14:32:45 PM
Department Approval	Imars1	05/25/2018 14:32:48 PM
Contract Manager Approval	Imars1	05/25/2018 14:32:50 PM
Budget Analyst Approval	jrodrig9	06/04/2018 20:02:46 PM
BOE Agenda Approval	hfield	06/05/2018 10:38:25 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **19476**Amendment  
Number: **1**Agency Name: **ADMIN - STATE PUBLIC WORKS  
DIVISION**Legal Entity  
Name: **CARPENTER SELLERS DEL GATTO  
ARCHITECTS, PC.**Agency Code: **082**Contractor Name: **CARPENTER SELLERS DEL GATTO  
ARCHITECTS, PC.**Appropriation Unit: **1510-71**Address: **8882 SPANISH RIDGE AVE.**Is budget authority  
available?: **Yes**City/State/Zip: **LAS VEGAS, NV 89148-1303**

If "No" please explain: Not Applicable

Contact/Phone: **702-251-8896**Vendor No.: **T80997582**NV Business ID: **NV19871041301**To what State Fiscal Year(s) will the contract be charged? **2018-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **111548**

2. Contract start date:

a. Effective upon Board of  
Examiner's approval? **No** or b. other effective date **12/12/2017**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved  
Termination Date: **06/30/2021**Contract term: **3 years and 200 days**4. Type of contract: **Contract**Contract description: **Arch/Eng**

5. Purpose of contract:

**This is the first amendment to the original contract which provides professional architectural/engineering services for the Nevada State College Education Academic Building Advance Planning CIP project: CIP No. 17-P08; SPWD Contract No. 111548. This amendment increases the maximum amount from \$1,502,735 to \$1,597,140 due to additional design work required as a result of the project site increasing from 5.0 acres to 12.5 acres.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,502,735.00	\$1,502,735.00	\$1,502,735.00	Yes - Action
2. Amount of current amendment (#1):	\$94,405.00	\$94,405.00	\$94,405.00	Yes - Action
3. New maximum contract amount:	\$1,597,140.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**2017 Leg Approve CIP.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Architectural/Engineering are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No  
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imars1	05/21/2018 15:38:45 PM
Division Approval	Imars1	05/21/2018 15:38:49 PM
Department Approval	Imars1	05/21/2018 15:38:53 PM
Contract Manager Approval	Imars1	05/21/2018 15:38:56 PM
Budget Analyst Approval	jrodrig9	05/24/2018 12:42:57 PM
BOE Agenda Approval	hfield	06/05/2018 14:25:20 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20144**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1510-67**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CORE CONSTRUCTION SERVICES OF NEVADA, INC.**Contractor Name: **CORE CONSTRUCTION SERVICES OF NEVADA, INC.**Address: **5422 LONGLEY LANE, SUITE B**City/State/Zip: **RENO, , NV 89511**Contact/Phone: **775-345-3316**Vendor No.: **T81092744**NV Business ID: **NV19861002524**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	<b>X</b> Bonds	<b>51.00 %</b>
Highway Funds	0.00 %	<b>X</b> Other funding	<b>49.00 % University System Receipts/Balance Forward</b>

Agency Reference #: **111930**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **3 years and 356 days**4. Type of contract: **Contract**Contract description: **OWNER-CMAR**

5. Purpose of contract:

**This is a new contract to provide Owner Construction Manager at Risk (CMAR) services for the University of Nevada, Reno William N. Pennington Engineering Building CIP project: CIP Project no. 17-C06; SPWD Contract no. 111930.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$75,822,803.00**

Other basis for payment: Monthly progress payments based on services provided.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**2017 CIP.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Professional OWNER-CMAR Construction is provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):



Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Current, Jeff, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	06/18/2018 16:49:45 PM
Division Approval	ssands	06/18/2018 16:49:48 PM
Department Approval	ssands	06/18/2018 16:49:50 PM
Contract Manager Approval	ssands	06/18/2018 16:49:53 PM
Budget Analyst Approval	hfield	06/18/2018 17:24:45 PM
BOE Agenda Approval	hfield	06/18/2018 17:24:47 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20145**Agency Name: **ADMIN - STATE PUBLIC WORKS  
DIVISION**Agency Code: **082**Appropriation Unit: **1550-51**Is budget authority  
available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **PENTA BUILDING GROUP, LLC**Contractor Name: **PENTA BUILDING GROUP, LLC**Address: **181 E. WARM SPRING RD.**City/State/Zip: **LAS VEGAS, NV 89119-4101**Contact/Phone: **702-614-1678**Vendor No.: **T29025775**NV Business ID: **NV20081225302**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	<b>X</b> Bonds	<b>94.00 %</b>
Highway Funds	0.00 %	<b>X</b> Other funding	<b>6.00 % Balance Forward</b>

Agency Reference #: **111368**

2. Contract start date:

a. Effective upon Board of  
Examiner's approval? **No** or b. other effective date **07/10/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **3 years and 356 days**4. Type of contract: **Contract**Contract description: **OWNER-CMAR**

5. Purpose of contract:

**This is a new contract to provide Owner Construction Manager at Risk (CMAR) services for the Building Systems and Finishes Renovations for Unit 8 at the Southern Desert Correctional Center: CIP Project No. 17-C12; SPWD Contract No. 111368**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,724,068.00**

Other basis for payment: Monthly progress payments based on services provided.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**2017 CIP.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Professional Owner-CMAR Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing  
Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Labaj, Mark, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	06/18/2018 16:50:28 PM
Division Approval	ssands	06/18/2018 16:50:31 PM
Department Approval	ssands	06/18/2018 16:50:34 PM
Contract Manager Approval	ssands	06/18/2018 16:50:37 PM
Budget Analyst Approval	jrodrig9	06/18/2018 17:06:42 PM
BOE Agenda Approval	hfield	06/18/2018 17:21:41 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20142**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **All Appropriations**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BUREAU VERITAS NORTH AMERICA, Inc.**Contractor Name: **BUREAU VERITAS NORTH AMERICA, Inc.**Address: **180 PROMENADE CIR. SUITE 150**City/State/Zip: **SACRAMENTO, CA 95834-2970**Contact/Phone: **925-468-7400**Vendor No.: **T27026537A**NV Business ID: **NV20061131022**To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Varies

Agency Reference #: **112010**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2019**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **Inspection Service**

5. Purpose of contract:

**This is a new contract to provide ongoing building inspector services for capital improvement projects. State Public Works Department Contract No. 112010.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Progress payments based on services provided.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**2017 Leg Approved and Agency CIPs.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Intermittent/On-Call Building Inspector Services are required to ensure building safety and code compliance.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Graham, Jeff, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lmars1	05/22/2018 10:31:25 AM
Division Approval	lmars1	05/22/2018 10:31:27 AM
Department Approval	lmars1	05/22/2018 10:31:30 AM
Contract Manager Approval	lmars1	05/22/2018 10:31:33 AM
Budget Analyst Approval	jrodrig9	06/05/2018 22:24:35 PM
BOE Agenda Approval	hfield	06/07/2018 15:17:04 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **19534**Amendment Number: **1**Legal Entity Name: **PUNCH, LLC**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Contractor Name: **PUNCH, LLC**Agency Code: **082**Address: **4424 WAGON TRAIL AVENUE**Appropriation Unit: **All Appropriations**Is budget authority available?: **No**City/State/Zip: **LAS VEGAS, NV 89118**

If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD. Funding and contractor payment responsibilities will remain with the initiating agency. Funding and expenditure authority will reside in agency budget account 2566, expenditure category 11, Fallen Soldier Memorial Program.

Contact/Phone: **Zak Ostrowski 702-510-7343**Vendor No.: **T29040030**NV Business ID: **NV201251710570**To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 %

**Agency Funds, AG Settlement Funds and Donations**

Agency Reference #: **18-A026**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/18/2017**

Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **12/31/2018**Contract term: **1 year and 13 days**4. Type of contract: **Contract**Contract description: **State Memorial**

5. Purpose of contract:

**This is the first amendment to the original contract which provides for the design and installation of the State Battle Born memorial to Fallen Soldiers. This amendment increases the maximum amount from \$250,000 to \$340,000 due to the scope of work expansion to include fabrication and installation of the waterless reflecting pond artwork.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$250,000.00	\$250,000.00	\$250,000.00	Yes - Action
2. Amount of current amendment (#1):	\$90,000.00	\$90,000.00	\$90,000.00	Yes - Action
3. New maximum contract amount:	\$340,000.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

SB 230 (2013) specifically authorized the Veteran's Services Commission to design the memorial.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is the BattleBorn Agency Project 18-A026.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Consultants are selected based on their ability to provide design, engineering, fabrication and installation to meet the goals established by the Legislature.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	06/04/2018 12:27:32 PM
Division Approval	ssands	06/04/2018 12:27:44 PM
Department Approval	ssands	06/04/2018 12:27:48 PM
Contract Manager Approval	ssands	06/04/2018 12:27:52 PM

Budget Analyst Approval  
BOE Agenda Approval

jrodrig9  
hfield

06/04/2018 21:53:50 PM  
06/05/2018 09:31:54 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20103**Agency Name: **DTCA - DIVISION OF TOURISM**Agency Code: **101**Appropriation Unit: **1522-31**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Tourism Economics LLC**Contractor Name: **Tourism Economics LLC**Address: **303 West Lancaster Suite 2E**City/State/Zip: **Wayne, PA 19087**Contact/Phone: **610-995-9600**Vendor No.: **T32005798**NV Business ID: **NV20181361674**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Lodging tax</b>

Agency Reference #: **RFP #10TCA-S114 AM**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/11/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/10/2022**Contract term: **3 years and 335 days**4. Type of contract: **Contract**Contract description: **Economic Impact**

5. Purpose of contract:

**This is a new contract to provide ongoing travel economic impact research studies. Deliverables will include historical data collection, State and regional spending analysis, State and regional economic impact modeling and report generation.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$396,678.00**

Other basis for payment: Per invoice submitted by the vendor and approved by the Nevada Division of Tourism. Approximately \$76,500 for FY19; \$77,890 for FY20; \$79,308 for FY21; \$80,753 for FY22; \$82,227 for FY23.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 231.160 through NRS 231.300 requires that the Nevada Division of Tourism promote tourism in Nevada. The agency is also responsible for collecting statewide tourism statistics. This study will allow the agency to provide counties and regions with credible tourism statistics that show the impact the tourism industry has on their community.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The agency requires a specialized impact model and objective expertise of a reputable research firm to collect and analyze economic impact data specific to the travel and tourism industry.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Tourism Economics  
Dean Runyan Associates, Inc.  
Omnitrak Group

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #10TCA-S114, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 04/06/2018 Anticipated re-bid date: 11/15/2021

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

Foreign Limited-Liability Company

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jfranc5	05/22/2018 12:22:12 PM
Division Approval	jfranc5	05/22/2018 12:22:14 PM
Department Approval	jfranc5	05/22/2018 12:22:17 PM
Contract Manager Approval	jfranc5	05/22/2018 12:45:20 PM
Budget Analyst Approval	laaron	06/06/2018 15:32:34 PM
BOE Agenda Approval	lfree1	06/11/2018 16:38:13 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17595**Amendment Number: **3**Agency Name: **NDE - DEPARTMENT OF EDUCATION**Legal Entity Name: **LEITNER, DAVID J DBA Pacific Research Associates**Agency Code: **300**Contractor Name: **LEITNER, DAVID J DBA Pacific Research Associates**Appropriation Unit: **2709-33**Address: **PACIFIC RESEARCH ASSOCIATES  
5201 SW WESTGATE DR STE 228**Is budget authority available?: **Yes**City/State/Zip: **PORTLAND, OR 97221**

If "No" please explain: Not Applicable

Contact/Phone: **DAVID LEITNER 503/297-5300**Vendor No.: **T27019822**NV Business ID: **NV20101560126**To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>25.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>75.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/19/2016**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **03/31/2020**Contract term: **3 years and 317 days**4. Type of contract: **Contract**Contract description: **PreK Data Collection**

5. Purpose of contract:

**This is the third amendment to the original contract which provides technical support for the database opening, data collection, and reporting of annual Pre-K student demographics. as a contingency in the event that NDE's planned Infinite Campus rollout does not provide these services in an adequate fashion. This amendment increases the maximum amount from \$105,500 to \$163,750 due to the addition of maintenance of the Early Childhood Database environment and to establish procedures, timelines, and pricing, including changes to prepare systems and implement data collection and provisions for the certified and validated turnover and destruction of all historical data while providing cooperation to the Infinite Campus implementation team.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$22,000.00	\$22,000.00	\$22,000.00	Yes - Info
a. Amendment 1:	\$40,250.00	\$40,250.00	\$62,250.00	Yes - Action
b. Amendment 2:	\$43,250.00	\$43,250.00	\$43,250.00	Yes - Info
2. Amount of current amendment (#3):	\$58,250.00	\$58,250.00	\$101,500.00	Yes - Action
3. New maximum contract amount:	\$163,750.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Annual data collection is required from providers of Early Childhood Education for Preschool Development Grant compliance.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Contractor possesses specialized knowledge, software, and equipment which would be impractical to reproduce in a state agency.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 160302B**

**Approval Date: 04/18/2017**

c. Why was this contractor chosen in preference to other?

The contractor has performed identical or similar services for the Department of Education for at least 14 years and will not require knowledge transfer or new development.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Education and Department of Health and Human Services, Welfare Division have previously contracted with this contractor and the work performed has been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

Budget Account Approval

vostin

05/22/2018 15:11:11 PM

Division Approval

amccalla

05/23/2018 10:24:43 AM

Department Approval	amccalla	05/23/2018 10:24:46 AM
Contract Manager Approval	amccalla	05/23/2018 10:24:49 AM
Budget Analyst Approval	cbrekken	06/04/2018 14:46:02 PM
BOE Agenda Approval	sbrown	06/15/2018 16:42:39 PM

State of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Patrick Cates  
Director

Jeffrey Haag  
Administrator

Purchasing Use Only:	
Approval#:	160302B

## SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

**ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

1a	<b>Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:</b>		
	State Agency: <i>Nevada Department of Education</i>		
	Contact Name and Title	Phone Number	Email Address
	<i>Brian Turner, Management Analyst</i>	<i>775-687-5949</i>	<i>bhturner@doe.nv.gov</i>

1b	<b>Vendor Information:</b>	
	Identify Vendor:	<i>Pacific Research Associates</i>
	Contact Name:	<i>David Leitner</i>
	Address:	<i>5201 SW Westgate Dr. Ste. 228</i>
	Telephone Number:	<i>503-297-5300</i>
	Email Address:	<i>davidleitner@aol.com</i>

1c	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	
	Professional Service Exemption:	<i>XXX</i>

1d	<b>Contract Information:</b>			
	Is this a new Contract?	Yes		No <i>XXX</i>
	Amendment:	<i>#02</i>		
	CETS:	<i>#15899</i>		

1e	<b>Term:</b>			
	One (1) Time Purchase:			
	Contract:	Start Date:	<i>Upon Approval</i>	End Date: <i>March 31, 2020</i>

1f	<b>Funding:</b>	
	State Appropriated:	
	Federal Funds:	<i>100%</i>
	Grant Funds:	
	Other (Explain):	

1g	<b>Total Estimated Value of this Service Contract, Amendment or Purchase:</b>
	<i>\$62,500 existing, not to exceed \$50,000 new spending, \$112,500 total contract life value</i>

2	<p><b>Provide a description of work/services to be performed or commodity/good to be purchased:</b></p> <p><i>Vendor will perform annual system maintenance to the Early Childhood Education database system, prepare and open the database prior to August 1, 2017. Vendor will add minimal additional functionality as dictated by the requirements of the US Department of Education for generating annual reports. Vendor will provide basic training to users and provide ongoing user support. Vendor will additionally meet with or otherwise provide support and data extracts to aid in the transition from the Pacific Research Associates database and processes to the District's Infinite Campus system</i></p>
3	<p><b>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</b></p> <p><i>This service requires proprietary knowledge and experience in working with the Nevada Early Childhood providers. As the vendor constructed and has operated the system well beyond its anticipated obsolescence, the vendor has acquired and will provide assistance in sharing invaluable knowledge of systems operation and a variety of interfaces within the Office of Early Learning and Development and among a sizeable contingent of early childhood teachers and administrators which are critical to the system's operation and the deployment of its replacement in 2018. Data collected by the system has been, over a period of years, standardized to meet the Department's requirements, Federal grant requirements, and provide useful, actionable information to the Office. These standardizations are providing a blueprint to the EITS, IT, and new vendor Curriculum Associates which can be used to replicate processes and reporting to maximize day one usefulness of the new system.</i></p>
4	<p><b>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</b></p> <p><i>The Department of Education's Early Childhood and Office of Early Learning and Development have been operating the Pacific Research Associates system for over a decade. In its final year, both the continued operation of the system and the transfer of knowledge from its creator and operator to the Department, Office personnel and their new vendor require Pacific Research Associates, specifically, to provide services. Currently all hardware, software, and aggregated historical data constituting the system are owned and maintained by Pacific Research Associates and cannot be duplicated by another vendor or even provide a reasonable subset of the full functionality of the existing system. As the system is being replaced, any other system replacing that provided by this vendor over the term of this amendment would be a temporary bridge. Such a system would be unfamiliar, incomplete, and disruptive to the Office's collection of yearly data, preventing the Office from meeting federally mandated timeframes and statutory reporting requirements, thereby jeopardizing grant and state funding.</i></p>

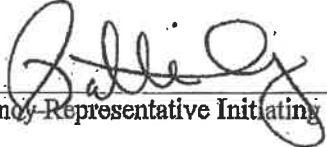
5	<b>Were alternative services or commodities evaluated? Check One.</b>		Yes:		No:	XXXX
	a. <u>If yes</u> , what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.					
	b. <u>If not</u> , why were alternatives not evaluated?					
Development of a new system is neither time nor cost effective and would be impractical or potentially impossible within the mandated timeframe. The historical, standalone Early Childhood Database is maintained on servers owned by the vendor and inaccessible to other State resources or vendors. By its nature, this proprietary system knowledge would be impossible for another vendor to assist the Infinite Campus vendor and State personnel in the creation of its replacement.						

6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers <u>MUST</u> accompany this request.				Yes:	XXXX	No:	
	a. If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:							
	Term Start and End Dates		Value	Short Description	Type of Procurement (RFP#, RFQ#, Waiver #)			
	7/22/2016	3/31/2020	\$ 40,250	2016-2017 Pre-K data collection and data dictionary for Infinite Campus migration	Waiver 160302A			
	3/16/2016	3/31/2020	\$ 22,000	Annual system maintenance to the Early Childhood Education Database system and database preparation for 2016-2017 Pre-K data collection	Waiver 160302			
	8/2/2014	12/31/2015	\$ 91,500	Combination of database management services and program evaluation services previously provided directly to and paid for directly by school districts to a State managed service	Waiver 140604			




7	<p><b>What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?</b></p> <p><i>If the request is denied, the Department will lose online access to and reporting from 13 years of historical data. A new system will need to be developed from the ground up, tested, and deployed on or before August 1 to provide a single year of utility prior to the deployment of Infinite Campus to Early Childhood programs, at a high risk of failure. Department and vendor personnel would lose access to this vendor's knowledge and insights in designing, constructing, and deploying the Infinite Campus Early Learning District, again incurring serious risk which Pacific Research Associates is able to mitigate.</i></p>										
8	<p><b>What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?</b></p> <p><i>As it impossible for another vendor to recreate the knowledge and experience of Pacific Research Associates, and this will be the final year of service provision to the Office, efforts consisted of Office personnel acquiring as much knowledge of the current system's operation and offloading as much data as possible to solidify Department ownership of the data. No efforts were made to spec or price a replacement system as this was previously proven impractical and has become more so with Infinite Campus' deployment to the full spectrum of early childhood providers in 2018.</i></p>										
9	<table border="1"> <tr> <td data-bbox="227 875 1144 982"> <p><b>Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u></b></p> </td> <td data-bbox="1144 875 1247 982">Yes:</td> <td data-bbox="1247 875 1325 982"></td> <td data-bbox="1325 875 1417 982">No:</td> <td data-bbox="1417 875 1529 982">XXXX</td> </tr> <tr> <td colspan="5" data-bbox="227 982 1529 1146"> <p>a. <i>If yes, please provide details regarding future obligations or needs.</i></p> </td> </tr> </table>	<p><b>Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u></b></p>	Yes:		No:	XXXX	<p>a. <i>If yes, please provide details regarding future obligations or needs.</i></p>				
<p><b>Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u></b></p>	Yes:		No:	XXXX							
<p>a. <i>If yes, please provide details regarding future obligations or needs.</i></p>											

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

  
\_\_\_\_\_  
Agency Representative Initiating Request

Patti Oya  
\_\_\_\_\_  
Print Name of Agency Representative Initiating Request

April 6, 2017  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Agency Head Authorizing Request

Brett Barker  
\_\_\_\_\_  
Print Name of Agency Head Authorizing Request

4.10.17  
\_\_\_\_\_  
Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.

\_\_\_\_\_  
Name of agency or entity who provided information or review:

\_\_\_\_\_  
Representative Providing Review

\_\_\_\_\_  
Print Name of Representative Providing Review

\_\_\_\_\_  
Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

  
\_\_\_\_\_  
Administrator, Purchasing Division or Designee

4-18-2017  
\_\_\_\_\_  
Date

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20102**Agency Name: **DHHS - AGING AND DISABILITY SERVICES DIVISION**Agency Code: **402**Appropriation Unit: **3151-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS-NSHE OBO UNIVERSITY OF NEVADA, RENO**Contractor Name: **BOARD OF REGENTS-NSHE OBO UNIVERSITY OF NEVADA, RENO**Address: **SPONSORED PROJECTS MAILSTOP 325**City/State/Zip: **RENO, NV 89557-0240**Contact/Phone: **775/784-4040**Vendor No.: **D35000849**NV Business ID: **NV20161295653**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **ADSD Staff Trainings**

5. Purpose of contract:

**This is a new interlocal agreement that continues ongoing training services that seek to address four topics for training each academic year. Topics will be selected from ongoing program evaluations and/or division recommendations to include at least three hours of ethics throughout the year.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$74,120.00**

Other basis for payment: As invoiced per Attachment BB - Cost Schedule

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The need for training of professional staff is ongoing. Programs are reviewed for quality management issues and program compliance assurances. Through this work, it has become evident that an ongoing training curriculum should be developed to assure staff is best able to perform their duties. The training topics are chosen based on their impact on program management and employee effectiveness.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is to be coordinated through Nevada Higher Education (UNR) Nevada Geriatric Education Center (NGEC) to provide specialized, credentialed training to Aging and Disability Services Division's staff.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The University of Nevada, Reno - Nevada Geriatric Education Center (NGEC) is uniquely qualified to produce geriatric education sessions that meet the criteria for professional credentialing necessary for a Provider's Certification for specialization in aging. This is an intrastate/interlocal contract and as such is exempt from RFP requirements as a Cooperative Agreement and Interlocal Contract between public agencies to provide services or facilities to one another or to the public in accordance with the "Interlocal Cooperation Act." (NRS 277.080 to 277.180)

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**Yes** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

15%

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

July 2012 to current with ADSD. Satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbowma1	05/22/2018 14:08:58 PM
Division Approval	dbowma1	05/22/2018 14:09:01 PM
Department Approval	vmilazz1	05/28/2018 12:52:48 PM
Contract Manager Approval	ltuttl1	05/29/2018 11:43:26 AM
Budget Analyst Approval	bwooldri	06/07/2018 09:29:23 AM
BOE Agenda Approval	nhovden	06/07/2018 13:45:29 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20100**Agency Name: **DHHS - AGING AND DISABILITY SERVICES DIVISION**Agency Code: **402**Appropriation Unit: **3266-29**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS-NSHE OBO UNIVERSITY OF NEVADA, RENO**Contractor Name: **BOARD OF REGENTS-NSHE OBO UNIVERSITY OF NEVADA, RENO**Address: **SPONSORED PROJECTS MAILSTOP 325**City/State/Zip: **RENO, NV 89557-0240**Contact/Phone: **775/784-4040**Vendor No.: **D35000849**NV Business ID: **NV20161295653**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>100.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **Cargivers Conference**

5. Purpose of contract:

**This is a new interlocal agreement that continues caregiver training for directors; administrators; caregivers; and staff of homes for individual residential care, residential facilities for groups, assisted living facilities and nursing facilities.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$75,392.00**

Other basis for payment: As invoiced per Attachment BB - Cost Schedule

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Pursuant to NAC 449.196(1)(F) States caregivers must receive not less than 8 hours of training annually related to providing for the needs of the residents of a residential facility. The need for training of professional staff is ongoing. Programs are reviewed for quality management issues and program compliance assurances. The purpose of this training is to provide approximately six hours of education to Directors, Administrator's, and staff of Homes for Individual Residential Care, Residential Facilities for Groups, Assisted Living Facilities, Nursing Facilities, and caregivers.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is to be coordinated through Nevada System of Higher Education, UNR Nevada Geriatric Education Center (NGEC) to provide specialized, credentialed training to Nevada caregivers.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The University of Nevada, Reno - Nevada Geriatric Education Center (NGEC) is uniquely qualified to produce geriatric education sessions that meet the criteria for professional credentialing for specialization in aging. This is an intrastate/interlocal contract and as such is exempt from RFP requirements as a Cooperative Agreement and Interlocal Contract between public agencies to provide services or facilities to one another or to the public in accordance with "Interlocal Cooperation Act" (NRS 277.080 to 277.180).

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**Yes** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

8%

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

June 2012 to current with ADSD. Satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbowma1	05/22/2018 14:03:47 PM
Division Approval	dbowma1	05/22/2018 14:03:50 PM
Department Approval	vmilazz1	05/28/2018 12:31:02 PM
Contract Manager Approval	ltuttl1	05/29/2018 11:40:58 AM
Budget Analyst Approval	bwooldri	06/07/2018 09:20:02 AM
BOE Agenda Approval	nhovden	06/07/2018 13:24:47 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20101**

Agency Name:	<b>DHHS - AGING AND DISABILITY SERVICES DIVISION</b>	Legal Entity Name:	<b>BOARD OF REGENTS-NSHE OBO UNIVERSITY OF NEVADA, RENO</b>
Agency Code:	<b>402</b>	Contractor Name:	<b>BOARD OF REGENTS-NSHE OBO UNIVERSITY OF NEVADA, RENO</b>
Appropriation Unit:	<b>3266-29</b>	Address:	<b>SPONSORED PROJECTS MAILSTOP 325</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>RENO, NV 89557-0240</b>
If "No" please explain:	<b>Not Applicable</b>	Contact/Phone:	<b>775/784-4040</b>
		Vendor No.:	<b>D35000849</b>
		NV Business ID:	<b>NV20161295653</b>

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>100.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2018

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **Rural Trainings**

5. Purpose of contract:

**This is a new interlocal agreement that continues training/education for both paid and unpaid caregivers with critical information to ensure the rights and safety of frail seniors living in rural communities are maintained.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$104,616.00**

Other basis for payment: As invoiced per Attachment BB - Cost Schedule

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Pursuant to NAC 449.196(1)(F) States caregivers must receive not less than 8 hours of training annually related to providing for the needs of the residents of a residential facility. The need for training of professional staff is ongoing. Programs are reviewed for quality management issues and program compliance assurances. The purpose of this training is to provide approximately six hours of education to Directors, Administrator's, and staff of Homes for Individual Residential Care, Residential Facilities for Groups, Assisted Living Facilities, Nursing Facilities, and caregivers.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is to be coordinated through Nevada System of Higher Education, UNR Nevada Geriatric Education Center (NGEC) to provide specialized, credentialed training to Nevada caregivers.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The University of Nevada, Reno - Nevada Geriatric Education Center (NGEC) is uniquely qualified to produce geriatric education sessions that meet the criteria for professional credentialing for specialization in aging. This is an intrastate/interlocal contract and as such is exempt from RFP requirements as a Cooperative Agreement and Interlocal Contract between public agencies to provide services or facilities to one another or to the public in accordance with "Interlocal Cooperation Act" (NRS 277.080 to 277.180).

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**Yes**

If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

8%

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No**

If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes**

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

June 2012 to current with ADSD. Satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No**

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbowma1	05/22/2018 14:04:50 PM
Division Approval	dbowma1	05/22/2018 14:04:53 PM
Department Approval	vmilazz1	05/28/2018 12:40:37 PM
Contract Manager Approval	ltuttl1	05/29/2018 11:38:32 AM
Budget Analyst Approval	bwooldri	06/07/2018 09:22:40 AM
BOE Agenda Approval	nhovden	06/07/2018 13:32:08 PM
BOE Final Approval	Pending	



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20123**Agency Name: **DHHS - WELFARE AND SUPPORTIVE SERVICES**Agency Code: **407**Appropriation Unit: **3228-54**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **INFOMAGNETICS TECHNOLOGIES USA CORPORATION**Contractor Name: **INFOMAGNETICS TECHNOLOGIES USA CORPORATION**Address: **USA CORPORATION DBA IMT USA  
701 LEE ST STE 795**City/State/Zip: **DES PLAINES, IL 60016-4552**Contact/Phone: **204/989-4630**Vendor No.: **T27039103**NV Business ID: **NV20181300474**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>10.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>90.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Master Client Index**

5. Purpose of contract:

**This is a new contract to provide a Master Client Index solution that maintains a unique identifier for every client of the programs and systems within all divisions of the department.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,275,000.00**

Other basis for payment: As outlined in the Deliverable Payment Schedule

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**In order to perform data analytics to determine total clients within the Department of Health and Human Services (DHHS) for performing caseload projections, DHHS requires a system to compile and consolidate client data from all Divisions within DHHS.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not have the abilities to provide these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**InfoMagnetics Technologies USA Corporation  
EKS&H**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #40DHHS-S25, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 02/15/2018 Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

April Wilson, BPA III Ph: 775-684-0507

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jhoba2	05/18/2018 10:53:29 AM
Division Approval	bberry	05/29/2018 12:59:44 PM
Department Approval	vmilazz1	05/29/2018 15:02:46 PM
Contract Manager Approval	sjon23	06/01/2018 14:46:53 PM
EITS Approval	lolso3	06/04/2018 08:33:32 AM
Budget Analyst Approval	nhovden	06/18/2018 12:13:45 PM
BOE Agenda Approval	nhovden	06/18/2018 12:13:56 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION

*Enterprise I.T. Services Division*

100 N. Stewart Street, Suite 100 | Carson City, NV 89701  
Phone: (775) 684-5800

**MEMORANDUM**

**DATE:** 5/17/16

**TO:** David Stewart, Deputy Administrator, DWSS, HHS

**CC:** Governor's Finance Office  
Tom Wolf, Chief IT Manager, Computing, EITS, DOA  
Ken Adams, Chief IT Manager, Communications, EITS, DOA  
Brian Wilcox, Chief IT Manager, OIS, EITS, DOA  
Alan Rogers, Deputy Administrator, EITS, DOA  
Shannon Rahming, Administrator, EITS, DOA

**FROM:** Robert Keith, TIR Administrator, EITS, DOA

**SUBJECT:** TIR Approval: **Master Client Index**

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The TIR and supporting documentation for the *Master Client Index* project for the Department of Health and Human Services have been reviewed and approved.

The *Master Client Index* project requests funding to develop a cross-index of all DHHS databases. By ensuring that a client is logically represented only once and with the same set of demographic / registration data, the Master Client Index will allow for improved access to client data and increased coordination of services across the DHHS enterprise.

EITS Impact: Server hosting, 2 new VPN accounts.

It is expected that this effort will follow the existing agency and State security policies. The Office of Information Security (OIS) ([InfoSec@doit.nv.gov](mailto:InfoSec@doit.nv.gov)) will ensure maximum security through guidance related to system architecture and the establishment of proper security controls. Please work with OIS to assure that proper security provisions are included in RFPs and vendor contracts. They are available to review any controls and provide guidance on protecting critical and personally identifiable information.

If funded, please be sure to consider how the implementation of this system will affect the workflow of state data and the related records responsibilities of agency personnel. If you have questions regarding this or wish to receive a sampling of the types of RDAs that will be affected by this implementation please contact the State Records Manager, Nevada Library and Archives at [records@admin.nv.gov](mailto:records@admin.nv.gov).

Also, please be aware that requirements for additional bandwidth may result in the agency being placed in a different cost tier for communications services. If you have any questions, or if EITS Planning can be of any further assistance, please feel free to contact the helpdesk at 684-4333.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20138**

Agency Name: <b>DEPARTMENT OF CORRECTIONS</b>	Legal Entity Name: <b>SYSCON JUSTICE SYSTEMS CANADA, LTD</b>
Agency Code: <b>440</b>	Contractor Name: <b>SYSCON JUSTICE SYSTEMS CANADA, LTD</b>
Appropriation Unit: <b>3714-08</b>	Address: <b>3600 Lysander Lane Unit 300</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Richmond BC , CA V7B 1C3</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>KERRY LYNN 604-606-7650</b>
	Vendor No.: <b>F00000017</b>
	NV Business ID: <b>NV20131484703</b>

To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2018

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2019**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **NOTIS Modernization**

5. Purpose of contract:

**This is a new contract to provide Nevada Offender Tracking System (NOTIS) upgrades to convert stored data intended for use in the current Offender Management System (OMS) platform Elite Version 12c; and to further modernize a portion of the NOTIS medical records subsystem to Syscon Justice Systems' new web-based platform S4. S4 is Syscon Justice Systems' product initiative to migrate the existing Oracle-Forms based Elite platform to a fully web-based technology platform.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,423,000.00**

Other basis for payment: Upon satisfactory completion of each benchmark and submission of invoice.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The NDOC's NOTIS must be upgraded to Syscon's OMS Elite 12c platform and the medical subsystem must be upgraded to meet the HIPAA electronic records security requirements.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**NOTIS is proprietary software and state employees do not have the required code or expertise to perform the services.**

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 180602**

**Approval Date: 06/04/2018**

c. Why was this contractor chosen in preference to other?

NOTIS is a Syscon Justice Systems' product NDOC is licensed to use. Syscon Justice Systems is the only vendor supporting the current and upgraded software.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

Yes

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY06 - FY15 Department of Corrections. Services have been verified as satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Steven Swabacker, IT Chief Ph: 775-887-3308

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbretche	06/04/2018 09:00:29 AM
Division Approval	amonro1	06/04/2018 09:07:54 AM
Department Approval	sewart	06/04/2018 14:13:46 PM
Contract Manager Approval	mkillia1	06/04/2018 14:32:14 PM
EITS Approval	lolso3	06/05/2018 11:31:26 AM
Budget Analyst Approval	bmacke1	06/07/2018 13:06:22 PM
BOE Agenda Approval	hfield	06/07/2018 14:40:53 PM
BOE Final Approval	Pending	

State of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Patrick Cates  
Director

Jeffrey Haag  
Administrator

**Purchasing Use Only:**

Approval#: 180602

## SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

**ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

1a	<b>Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:</b>		
	State Agency: Nevada Department of Corrections (NDOC)		
	Contact Name and Title	Phone Number	Email Address
	Michele Killian, Contracts Manager	(775) 887-3333	mlkillian@doc.nv.gov
	Steve Swabacker, IT Chief	(775) 887-3308	sswabacker@doc.ng.vo

1b	<b>Vendor Information:</b>	
	Identify Vendor:	Syscon Justice Systems Canada, Ltd
	Contact Name:	Kerry Lynn, Executive Vice President
	Address:	3600 Lysander Lane Ste. 300, Richmond, BC V7B 1C3
	Telephone Number:	(888) 797-2662
	Email Address:	Kerry.lynn@syscon.net

1c	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	X
	Professional Service Exemption:	

1d	<b>Contract Information:</b>			
	Is this a new Contract?	Yes	X	No
	Amendment:	#		
	CETS:	#		

1e	<b>Term:</b>				
	One (1) Time Purchase:				
	Contract: X	Start Date:	July 01, 2018	End Date:	June 30, 2019

1f	<b>Funding:</b>	
	State Appropriated:	X
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	

1g	<b>Total Estimated Value of this Service Contract, Amendment or Purchase:</b>
	\$2,500,000.00

2	<b>Provide a description of work/services to be performed or commodity/good to be purchased:</b>
	<i>Modernization and enhancements to the existing Syscon Justice Systems Canada, Ltd, software for NDOC's Nevada Offender Tracking Information System to current support and security standards. This will be a multi-phase project that will include moving to an EMR (Electronic Medical Records) based system.</i>

3	<b>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</b>
	<i>NOTIS is a Syscon Justice Systems Canada Ltd product that NDOC has software license to use. They are the only vendor supporting the current and upgraded version.</i>

4	<b>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</b>
	<i>Syscon's code is proprietary; they are the developer and only vendor supporting NOTIS software.</i>

5	<b>Were alternative services or commodities evaluated? Check One.</b>	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i>				
	<i>Using a different vendor would mean replacing the entire proprietary application at a cost greater than \$20,000,000.00 plus the cost of integrating an EMR (Electronic Medical Records) system.</i>				
	b. <i>If not, why were alternatives not evaluated?</i>				
	<i>NOTIS software is not supported by any other vendor because the software is proprietary.</i>				

6	<b>Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers <u>MUST</u> accompany this request.</b>				Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i>							
	<b>Term Start and End Dates</b>		<b>Value</b>	<b>Short Description</b>	<b>Type of Procurement (RFP#, RFQ#, Waiver #)</b>			
	6/2017	8/30/2017	\$17,500.00	NOTIS project	N/A			
	11/2013	6/30/2015	\$1,750,000.00	NOTIS project	Waiver 130808			
	2/2014	6/30/2015	\$56,027.05	NOTIS project	Waiver 131202			
	2/19/2014	6/30/2015	\$2,700.00	NOTIS project	Waiver 130808A			
	10/2005	6/30/2007	\$5,91,783.00	NOTIS project	RFP			



7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<i>It will delay the project and without the necessary upgrades and enhancements the system cannot be supported by both the vendor and the vendor of the database/forms (Oracle). NDOC would be unable to deploy the legislatively approved EMR (Electronic Medical Records) system. Additionally, this would severely impact not only DOC but the Parole Board, DPS and other Nevada State agencies and federal agencies. The NOTIS software and code are proprietary, subsequent-, Syscon is the only vendor that can upgrade the software and build enhancements.</i>

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	<i>NOTIS is a proprietary product and they have not released or sold their license to any other entity.</i>

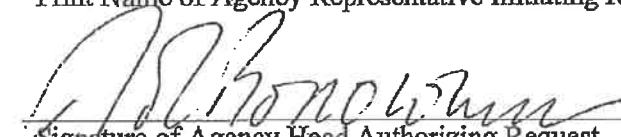
9	Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u>	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				
	<i>Ongoing maintenance/support for the software enhancements and upgrades.</i>				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

  
Agency Representative Initiating Request

Michele Killian, Contracts Manager  
Print Name of Agency Representative Initiating Request

5/17/18  
Date

  
Signature of Agency Head Authorizing Request

5/17/18

John Borrowman, Deputy Director of Support Services  
Print Name of Agency Head Authorizing Request

Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.

\_\_\_\_\_  
Name of agency or entity who provided information or review:

\_\_\_\_\_  
Representative Providing Review

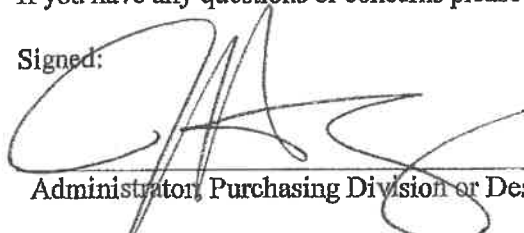
\_\_\_\_\_  
Print Name of Representative Providing Review

\_\_\_\_\_  
Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

  
Administrator, Purchasing Division or Designee

6-4-2018  
Date

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **19956**Agency Name: **DEPARTMENT OF CORRECTIONS**Agency Code: **440**Appropriation Unit: **3719-00**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **Diamond Mountain Distributors, LLC**Contractor Name: **Diamond Mountain Distributors, LLC**Address: **7440 Commercial Way**City/State/Zip: **Henderson, NV 89011**Contact/Phone: **Ronald Knowlton (702) 598-19**

Vendor No.:

NV Business ID: **NV20091271279**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	<b>100.00 % REVENUE</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**The vendor was hesitant to renew the contract after June 30, 2018, due to changes in the standard contract form and a change in statute that requires vendors contracting with Silver State Industries for offender training and employment to obtain a surety bond, personal guaranty or security agreement. After negotiating changes to the contract and vendor's review of the contract packet it was too late to submit for the June BOE.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **Offender Labor**

5. Purpose of contract:

**This is a new revenue contract that provides ongoing reimbursement for costs to warehouse playing cards to be sorted and repackaged by offender labor at High Desert State Prison (HDSP), Southern Desert Correctional Center (SDCC) and Warm Springs Correctional Center (WSCC).**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,257,160.00**

Payment for services will be made at the rate of \$10.00 per case

Other basis for payment: Other costs and services including but not limited to inmate porters, rent, and utilities, as they may occur, related to Silver State Industries inmate vocational training and employment program.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 209.461 authorizes the State of Nevada, Department of Corrections (NDOC), by and through its Director, to provide offenders vocational training and employment, contractual activity or business activity, subject to the approval of the Committee on Prison Industries, Board of State Prison Commissioners and the Board of Examiners. This contract will allow NDOC to provide employment and occupational training for offenders through Diamond Mountain Distributors, LLC.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a revenue contract for the employment and vocational training of offenders.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contractor was chosen because they approved NDOC for employment of offender labor pursuant to NRS 209.461.

d. Last bid date: 04/13/2009 Anticipated re-bid date: 01/01/2024

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY 2009 to current, NV Department of Corrections. Services have been verified as satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Diane Dastal, COF, SSI Ph: (702) 486-9995

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ddastal	04/17/2018 13:50:16 PM
Division Approval	amonro1	04/18/2018 11:05:49 AM
Department Approval	sewart	04/18/2018 11:41:14 AM
Contract Manager Approval	mkillia1	06/01/2018 15:59:33 PM
Budget Analyst Approval	bmacke1	06/07/2018 09:10:56 AM
BOE Agenda Approval	hfield	06/07/2018 15:22:39 PM
BOE Final Approval	Pending	

Purchasing Division  
Northern Administration  
5500 Snyder Ave.  
Carson City, NV 89701  
(775) 887-3252  
Fax: (775) 887-3343



Brian Sandoval  
Governor

James Dzurenda  
Director

John Borrowman  
Deputy Director  
Support Services

**State of Nevada  
Department of Corrections**

**MEMORANDUM**

**TO:** Bridgette Garrison, Executive Branch Budget Officer I,  
Governor's Finance Office – Budget Division

**FROM:** Diane Dastal, <sup>edd</sup>Chief of Financial Services, Silver State Industries

**DATE:** June 01, 2018

**SUBJECT:** Retroactive Contract Diamond Mountain Distributors CETS# 19956

---

Nevada Department of Corrections respectfully requests approval for the retroactive contract between the Nevada Department of Corrections, Silver State Industries (NDOC/SSI) and Diamond Mountain Distributors, LLC. NDOC is requesting a retroactive effective date of July 01, 2018, to prevent the interruption of the offender vocational employment/training program.

The vendor was hesitant to renew the contract after June 30, 2018, due to a change in NRS Chapter 209 and language in the State's standard form contract. Unforeseen negotiations between NDOC and the vendor concluded with insufficient time remaining to submit a completed contract prior to the agency deadline for the June 19, 2018, Board of Examiners meeting.

Should you have any questions please contact me at (702) 486-9995 or by email at [ddastal@doc.nv.gov](mailto:ddastal@doc.nv.gov).

Thank you.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20054**Agency Name: **DEPARTMENT OF CORRECTIONS**Agency Code: **440**Appropriation Unit: **3763-58**Is budget authority available?: **No**

If "No" please explain: There is sufficient expenditure category authority to fund eight (8) months of services at \$27,130 per month. A pending Work Program C43455 in the amount of \$100,740 will provide funds for the remaining four (4) months of SFY19 for a total annual amount of \$325,560.

Legal Entity Name: **KINGWOOD SECURITY SERVICES, LLC DBA CORRECTIONAL CABLE**Contractor Name: **KINGWOOD SECURITY SERVICES, LLC DBA CORRECTIONAL CABLE**Address: **311 NNW LOOP 323**City/State/Zip: **TYLER, TX 75702-8729**Contact/Phone: **Dianne Huffstickler 903/939-7225**Vendor No.: **T32002940**NV Business ID: **NV20141111170**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Inmate Welfare Fund</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**At the conclusion of negotiations, the vendor notified NDOC on May 01, 2018, of an error in the original cost proposal substantially increasing the cost of services. Due to the fact that this was the only proposal submitted for RFP 3507, NDOC attempted to negotiate with the vendor, however, the vendor justified the cost increase based on a calculation error in the original cost proposal. The unforeseen circumstances caused the agency to miss the agency deadline for the June BOE.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Satellite TV Service**

5. Purpose of contract:

**This is a new contract to provide satellite television services for inmates incarcerated in all correctional facilities within the state.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,403,328.00**

Other basis for payment: Upon submission of monthly invoices, subject to agency approval not to exceed \$325,560.00 FY19; \$341,892.00 FY20; \$358,980.00 FY21; and \$376,896.00 FY22.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Allowing offenders access to television improves the correctional management of inmates. Channels offered include educational and religious programming.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Historically, the Department has outsourced the satellite television services to a vendor with the technical expertise and/or equipment necessary to provide this service.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

Friendship Cable of Texas, Inc  
Kingwood Security Services, LLC  
Buford Satellite Systems  
Cox Communication

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #3507 and in accordance with NRS 333, the selected vendor was determined to be in the best interest of the State and no other vendors submitted proposals.

d. Last bid date: 03/21/2018 Anticipated re-bid date: 01/10/2022

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Amy Trelease, MA3 Ph: 775-887-3144

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bweisent	05/11/2018 12:16:57 PM
Division Approval	amonro1	05/11/2018 13:26:49 PM
Department Approval	sewart	05/11/2018 17:58:58 PM
Contract Manager Approval	mkillia1	05/18/2018 13:36:39 PM

Budget Analyst Approval  
BOE Agenda Approval  
BOE Final Approval

bmacke1  
hfield  
Pending

06/12/2018 13:21:55 PM  
06/18/2018 15:53:26 PM



Purchasing Division  
Northern Administration  
5500 Snyder Ave.  
Carson City, NV 89701  
(775) 887-3252  
Fax: (775) 887-3343



Brian Sandoval  
Governor


James Dzurenda  
Director

John Borrowman  
Deputy Director  
Support Services

**State of Nevada  
Department of Corrections**

**MEMORANDUM**

TO: Bridgette Garrison, Executive Branch Budget Officer I,  
Governor's Finance Office – Budget Division

FROM: Scott Ewart, Chief of Fiscal Services 

DATE: May 21, 2018

SUBJECT: Retroactive Contract Kingwood Security Services CETS# 20054

Nevada Department of Corrections respectfully requests approval for the retroactive contract between the Nevada Department of Corrections (NDOC) and Kingwood Security Services dba Correctional Cable. NDOC is requesting a retroactive effective date of July 01, 2018, to prevent the interruption of satellite TV services to the NDOC inmate population.

At the conclusion of negotiations, the vendor notified NDOC on May 01, 2018, of an error in the original cost proposal that substantially increased the cost of services. Due to the fact that this was the only proposal submitted for RFP 3507, NDOC attempted to negotiate with the vendor however, the vendor justified the cost increase based on a calculation error in the original cost proposal. NDOC agreed to the cost increase to avoid the potential loss of the vendor and prevent the interruption of services.

The unforeseen second series of negotiations between the NDOC and the vendor for a lower rate concluded with insufficient time remaining to submit a completed contract prior to the agency deadline for the June 12, 2018 Board of Examiners meeting.

Should you have any questions please contact me at (775) 887-3210 or by email at [sewart@doc.nv.gov](mailto:sewart@doc.nv.gov).

Thank you.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20202**Agency Name: **DPS-FIRE MARSHAL**Agency Code: **656**Appropriation Unit: **4729-26**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **IDSI INTERNATIONAL, INC.**Contractor Name: **IDSI INTERNATIONAL, INC.**Address: **2125 CENTER AVE  
SUITE 500**City/State/Zip: **FORT LEE, NJ 07024-5874**Contact/Phone: **201-302-9494**Vendor No.: **T29009655**NV Business ID: **NV20131135239**To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % **X** Fees **60.00 % Hazmat Fees**

Federal Funds 0.00 % Bonds 0.00 %

**X** Highway Funds **40.00 %** Other funding 0.00 %Agency Reference #: **656**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **07/31/2022**Contract term: **4 years and 31 days**4. Type of contract: **Contract**Contract description: **Software Support**

5. Purpose of contract:

**This new contract to provide on-going programming, technical and maintenance support services for the Nevada Hazardous Materials Database System.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$265,500.00**

Payment for services will be made at the rate of \$55,000.00 per Year

Other basis for payment: One time cost of system fee of \$20,000 and Customization fee of \$5,500.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Federal Emergency Preparedness and Community Right-to-Know Act requires facilities to report extremely hazardous materials to the SERC and NRS requires payment of permit and storage fees. This is done through the Nevada Online Hazardous Materials Reporting System maintained by SERC. This contract provides for ongoing support of this automated system as well as an upgrade to the ASP.NET framework necessary to keep the database functional beyond the end of useful life of the current platform.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This database is a customized, off-the-shelf solution trademarked by this vendor. For this reason, only the vendor can provide the ASP.NET conversion and ongoing support.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

InLumon, Reno, Nevada  
IDSI International

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

State Fire Marshal Conducted RFP #18-SFM-01.  
IDSI was the highest scoring responding vendor.

d. Last bid date: 03/19/2018 Anticipated re-bid date: 01/22/2022

10. Does the contract contain any IT components? Yes

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor was previously under contract with SERC since 2006. Services have been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nkephart	06/05/2018 13:00:00 PM
Division Approval	nkephart	06/05/2018 13:00:02 PM
Department Approval	cboegle	06/05/2018 13:03:24 PM
Contract Manager Approval	cboegle	06/07/2018 10:48:16 AM
EITS Approval	lolso3	06/07/2018 15:05:20 PM
Budget Analyst Approval	jrodrig9	06/12/2018 13:49:07 PM
BOE Agenda Approval	hfield	06/12/2018 15:54:18 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **15605**Amendment Number: **4**Agency Name: **DETR - EMPLOYMENT SECURITY DIVISION**Legal Entity Name: **LAS VEGAS INTERPRETERS**Agency Code: **902**Contractor Name: **LAS VEGAS INTERPRETERS**Appropriation Unit: **All Appropriations**Address: **CONNECTION LLC  
4616 W SAHARA AVE STE 407**Is budget authority available?: **Yes**City/State/Zip: **LAS VEGAS, NV 89102**If "No" please explain: **Not Applicable**Contact/Phone: **Miriam Jimenez 702/868-5842**Vendor No.: **T27005869**NV Business ID: **NV20031202421**To what State Fiscal Year(s) will the contract be charged? **2014-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	<b>100.00 % ALL DETR Budget Accounts</b>

Agency Reference #: **1896-16-DETR**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/01/2014**Anticipated BOE meeting date **06/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **11/30/2018**Contract term: **4 years and 183 days**4. Type of contract: **Contract**Contract description: **Interpreter**

5. Purpose of contract:

**This the fourth amendment to the original contract which provides ongoing interpretation services at the Unemployment Insurance Hearings and other meetings in the Las Vegas area. This amendment increases the maximum amount from \$184,000 to \$280,200 due to a higher need for these services than anticipated.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$49,500.00	\$49,500.00	\$49,500.00	Yes - Info
a. Amendment 1:	\$49,500.00	\$49,500.00	\$99,000.00	Yes - Action
b. Amendment 2:	\$85,000.00	\$85,000.00	\$85,000.00	Yes - Action
c. Amendment 3:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#4):	\$96,200.00	\$96,200.00	\$96,200.00	Yes - Action
3. New maximum contract amount:	\$280,200.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Department of Labor requirement for interpreters at Unemployment Insurance Hearing.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Need to accomplish this work, insufficient staff.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

- a. List the names of vendors that were solicited to submit proposals (include at least three):

- b. Solicitation Waiver: **Not Applicable**

- c. Why was this contractor chosen in preference to other?

One in a vendor pool.

- d. Last bid date: 03/03/2014 Anticipated re-bid date: 03/03/2016

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

- c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Las Vegas Interpreters Connection has been under contract with the Department of Employment, Training and Rehabilitation since 2010 and service has been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	swilli31	05/31/2018 08:21:32 AM
Division Approval	rolso1	05/31/2018 09:30:37 AM
Department Approval	jmcentee	05/31/2018 09:57:28 AM
Contract Manager Approval	jmcentee	05/31/2018 09:57:35 AM

Budget Analyst Approval  
BOE Agenda Approval

tgreenam  
sbrown

06/07/2018 07:53:02 AM  
06/15/2018 16:51:29 PM

# WORK PLAN SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - OFFICE OF THE CHIEF INFORMATION OFFICER	GARTNER, INC.	FEE: USER	\$188,486	
	Contract Description:	This is a new work plan under Master Services Agreement #18964 which provides the Executive Programs Leadership Team Plus research and advisory service for Leader, Partner Team Member and Cross Function Team Member.				
		Term of Contract:	07/01/2018 - 06/30/2019	Contract # 20201		

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20201**Agency Name: **ADMIN - ENTERPRISE IT SERVICES**Agency Code: **180**Appropriation Unit: **1373-26**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **GARTNER, INC.**Contractor Name: **GARTNER, INC.**Address: **PO BOX 911319**City/State/Zip: **DALLAS, TX 75391-1319**Contact/Phone: **Jay Friedman 239-561-4839**Vendor No.: **T80976121A**NV Business ID: **NV19941112701**To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % **X** Fees **100.00 % User**

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **2825977**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**This is a request for a retroactive start date of July 1, 2018. This request is to converge two of the standalone subscriptions into a Team License Service Subscription and add a third leadership position to the membership. Team membership programs also allow for scaled down or cross function licensing options therefore the team will be able to incorporate other members as needed. This currently is not an option with any of the standalone environments.**

3. Termination Date: **06/30/2019**Contract term: **364 days**4. Type of contract: **Other (include description): MSA Work Plan**Contract description: **Team Research Svc**

5. Purpose of contract:

**This is a new work plan under master services agreement #18964 which provides the Executive Programs Leadership Team Plus research and advisory service for Leader, Partner Team Member and Cross Function Team Member.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$188,486.00**

Other basis for payment: FY19 CIO (Leader-MD) access = \$89,495; FY19 CISO (Partner-BD) access = \$73,738; FY19 DOA Director (Cross Function-PC) access = \$25,253

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Enterprise IT Services (EITS) continues to pursue Information Technology (IT) advancements that will have statewide benefits. To ensure EITS stays current with rapidly advancing IT changes, Gartner has been identified as a leading resource of expertise on IT advancement in both government and private sectors. This request is to converge two of the existing standalone subscriptions into a Team License Service Subscription and add a third leadership position to the membership. Team membership programs also allow for scaled down or cross function licensing options therefore the team will be able to incorporate other members as needed. This currently is not an option with any of the standalone environments.

8. Explain why State employees in your agency or other State agencies are not able to do this work:



State employees do not have the expertise.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Work Plan to existing no cost MSA #18964.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DoA, Enterprise IT Services, 2014 to current, satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Michele Lynn, MA IV Ph: 775-684-4707

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amarangi	06/05/2018 14:28:35 PM
Division Approval	amarangi	06/05/2018 14:28:38 PM
Department Approval	amarangi	06/05/2018 14:28:40 PM
Contract Manager Approval	amarangi	06/05/2018 14:28:43 PM
EITS Approval	lolso3	06/05/2018 16:05:27 PM
Budget Analyst Approval	cmurph3	06/13/2018 15:19:06 PM
BOE Agenda Approval	cmurph3	06/13/2018 15:19:47 PM



Brian Sandoval  
Governor



Patrick Cates  
Director

Michael Dietrich  
Chief Information Officer


**STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION**

***Enterprise I.T. Services Division***

100 N. Stewart Street, Suite 100 | Carson City, NV 89701  
Phone: (775) 684-5800

**MEMORANDUM**

**TO:** Colleen Murphy & Andre Urruty,  
Executive Branch Budget Officers

**THROUGH:** Michael Dietrich, CIO 

**FROM:** Michele Lynn,  
Management Analyst III

**SUBJECT:** Gartner Team License Subscription Services

**DATE:** June 4, 2018

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This is a request for a retroactive start date of July 1, 2018 for the Garner, Inc. Service Agreement (SA) which will provide ongoing expert information-technology advisory services and assistance to key leadership positions.

This request is to converge two of the standalone subscriptions into a Team License Service Subscription and add a third leadership position to the membership. The leadership positions that currently have standalone licenses are the State Chief Information Officer (CIO), CETS #19248 and Chief Information Security Officer (CISO), CETS #19928. The additional key leadership position will be The Director of Department of Administration (DOA). Forming this Team License Subscription will allow for continuity of the team and provide access to CIO level research for all the members bringing the benefits of consistency across the membership. Team membership programs also allow for scaled down or cross function licensing options therefore the team will be able to incorporate other members as needed with much better cost savings, as is demonstrated by adding The Director of DOA. This currently is not an option with any of the standalone environments.

Thank you for your consideration in this matter.

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.		VARIOUS STATE AGENCIES	A CARING FRIEND HOME HEALTH CARE	OTHER: VARIOUS	\$2,500,000	
	Contract Description:	This is a new contract to provide in-home care services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20346			
2.		VARIOUS STATE AGENCIES	BEAU TAGGERT ENGLAND, LLC DBA ASCENT AUDIOLOGY & HEARING	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide audiology services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20326			
3.		VARIOUS STATE AGENCIES	1ST ADVANCE HOME CARE, LLC	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide community based care and elder care services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20347			
4.		VARIOUS STATE AGENCIES	702 CAREGIVERS, LLC	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide in-home supportive care services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20307			
5.		VARIOUS STATE AGENCIES	ABBIE STEVENSON	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide audiology services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20257			
6.		VARIOUS STATE AGENCIES	ADVANCED PEDIATRIC THERAPIES, LLC	OTHER: VARIOUS	\$15,000,000	
	Contract Description:	This is a new contract to provide early intervention services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20263			
7.		VARIOUS STATE AGENCIES	ADVANCED PERSONAL CARE SOLUTIONS, INC.	OTHER: VARIOUS	\$2,000,000	
	Contract Description:	This is a new contract to provide personal care services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20312			
8.		VARIOUS STATE AGENCIES	ALLOWED VOICE, LLC	OTHER: VARIOUS	\$500,000	
	Contract Description:	This is a new contract to provide speech therapy and pathology services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20327			

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
9.		VARIOUS STATE AGENCIES	APPLE GROVE TREATMENT CENTER, LLC	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide therapy services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20222			
10.		VARIOUS STATE AGENCIES	APPLE GROVE TREATMENT CENTER, LLC	OTHER: VARIOUS	\$2,500,000	
	Contract Description:	This is a new contract to provide foster care, mental health, transitional living and residential services for adolescents statewide. This contract replaces the previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20350			
11.		VARIOUS STATE AGENCIES	APPLIED BEHAVIOR TECHNOLOGIES, LLC	OTHER: VARIOUS	\$250,000	
	Contract Description:	This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20271			
12.		VARIOUS STATE AGENCIES	ASPIRING TO JUSTICE & FAIRNESS DBA INSIGHT THERAPY SOLUTIONS, LLC	OTHER: VARIOUS	\$500,000	
	Contract Description:	This is a new contract to provide behavioral health services statewide. This contract replaces the previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20382			
13.		VARIOUS STATE AGENCIES	ASSISTING INDEPENDENCE, INC.	OTHER: VARIOUS	\$2,000,000	
	Contract Description:	This is a new contract to provide personal care services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20198			
14.		VARIOUS STATE AGENCIES	AURORA COUNSELING AND WELLNESS, LLC	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide counseling services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20278			
15.		VARIOUS STATE AGENCIES	AUTISM CARE WEST, LLC	OTHER: VARIOUS	\$7,000,000	
	Contract Description:	This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20173			
16.		VARIOUS STATE AGENCIES	ADRIAN ADRIAN, MD. A PROFESSIONAL CORPORATION	OTHER: VARIOUS	\$500,000	
	Contract Description:	This is a new contract to provide family physician services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20256			

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
17.		VARIOUS STATE AGENCIES	ALEXANDER BROOKS, DO, PC	OTHER: VARIOUS	\$1,500,000	CURRENT EMPLOYEE
	Contract Description:	This is a new contract to provide psychiatry services statewide. This contract replaces a previous provider agreement. RELATES TO AGENDA ITEM 6C.				
18.		VARIOUS STATE AGENCIES	ALPHA PRODUCTIONS TECHNOLOGIES, INC.	OTHER: VARIOUS	\$3,800,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
19.		VARIOUS STATE AGENCIES	BRETT VALETTE DBA PSYCH EVALUATION SERVICES	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide psychology services statewide. This contract replaces the previous provider agreement.				
20.		VARIOUS STATE AGENCIES	BUDGET WATCHERS, LLC DBA BW COMMUNITY SERVICES	OTHER: VARIOUS	\$20,000,000	
	Contract Description:	This is a new contract to provide jobs and day training services statewide. This contract replaces a previous provider agreement.				
21.		VARIOUS STATE AGENCIES	CAREGIVERS HEALTH SERVICES, INC.	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide home health/personal care services statewide. This contract replaces a previous provider agreement.				
22.		VARIOUS STATE AGENCIES	COMFORT HANDS, LLC	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide in-home personal care services statewide. This contract replaces the previous provider agreement.				
23.		VARIOUS STATE AGENCIES	CARMEL COMMUNITY LIVING CORPORATION DBA OVERTURE	OTHER: VARIOUS	\$250,000	
	Contract Description:	This is a new contract to provide developmental disability waiver services statewide. This contract replaces the previous provider agreement.				
24.		VARIOUS STATE AGENCIES	CHANGING TOMORROWS, LLC	OTHER: VARIOUS	\$704,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20253		

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
25.		VARIOUS STATE AGENCIES	CROSSROADS BEHAVIORAL CONSULTATION, LLC	OTHER: VARIOUS	\$500,000	
	Contract Description:	This is a new contract to provide applied behavior analysis services statewide. This contract replaces the previous provider agreement.				
26.		VARIOUS STATE AGENCIES	DARIAN, INC.	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide home and community based habilitation and behavioral services statewide. This contract replaces a previous provider agreement.				
27.		VARIOUS STATE AGENCIES	DOSHEEN COOK, PH.D	OTHER: VARIOUS	\$500,000	
	Contract Description:	This is a new contract to provide psychology and clinical services statewide. This contract replaces a previous provider agreement.				
28.		VARIOUS STATE AGENCIES	DWARAK VUPPALAPATI	OTHER: VARIOUS	\$2,500,000	
	Contract Description:	This is a new contract to provide psychiatry services statewide. This contract replaces a previous provider agreement.				
29.		VARIOUS STATE AGENCIES	DAWN MARIE NEDDENRIEP	OTHER: VARIOUS	\$540,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
30.		VARIOUS STATE AGENCIES	DENNIS CHANG MD, PLLC	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide psychiatry services statewide. This contract replaces a previous provider agreement.				
31.		VARIOUS STATE AGENCIES	DR. STEPHANIE HOLLAND, LTD.	OTHER: VARIOUS	\$2,500,000	
	Contract Description:	This is a new contract to provide clinical psychology services statewide. This contract replaces a previous provider agreement.				
32.		VARIOUS STATE AGENCIES	ELIZABETH M. JAMES, PH.D	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide psychology evaluation services statewide. This contract replaces a previous provider agreement.				
33.		VARIOUS STATE AGENCIES	ELITE COMMUNITY SERVICES, LLC	OTHER: VARIOUS	\$445,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				



# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
34.		VARIOUS STATE AGENCIES	EMPLOYMENT SUPPORT SERVICES, LLC	OTHER: VARIOUS	\$1,700,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20216			
35.		VARIOUS STATE AGENCIES	EXCENTRA SERVICES CORPORATION	OTHER: VARIOUS	\$60,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20311			
36.		VARIOUS STATE AGENCIES	FAMILY EYECARE ASSOCIATES	OTHER: VARIOUS	\$500,000	
	Contract Description:	This is a new contract to provide optometry services statewide. This contract replaces the previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20371			
37.		VARIOUS STATE AGENCIES	FAMILY SUPPORT COUNCIL OF DOUGLAS COUNTY	OTHER: VARIOUS	\$7,550,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20285			
38.		VARIOUS STATE AGENCIES	GALLAGHER DENTAL CARE	OTHER: VARIOUS	\$200,000	
	Contract Description:	This is a new contract to provide dentistry services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20175			
39.		VARIOUS STATE AGENCIES	GENTLE DENTISTRY OF LAS VEGAS, LLC	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide dentistry services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20362			
40.		VARIOUS STATE AGENCIES	GOING PLACES	OTHER: VARIOUS	\$40,000,000	
	Contract Description:	This is a new contract to provide supported living, jobs and day training and other services for people with disabilities statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20313			
41.		VARIOUS STATE AGENCIES	GOOD SPEECH OF NEVADA, INC.	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide speech and language pathology services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20358			
42.		VARIOUS STATE AGENCIES	GRACEFUL TOUCH, LLC	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide in-home personal care services for the elderly and disabled statewide. This contract replaces a previous provider agreement.				



# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20393		
		VARIOUS STATE AGENCIES	GOING PLACES	OTHER: VARIOUS	\$33,000,000	
43.	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20211		
		VARIOUS STATE AGENCIES	GOODWILL INDUSTRIES OF SOUTHERN NEVADA, INC.	OTHER: VARIOUS	\$5,250,000	
44.	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20288		
		VARIOUS STATE AGENCIES	GRADE A TUTORING	OTHER: VARIOUS	\$270,000	
45.	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20284		
		VARIOUS STATE AGENCIES	DEIDRE J. HAMMON	OTHER: VARIOUS	\$1,500,000	
46.	Contract Description:	This is a new contract to provide disability services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20389		
		VARIOUS STATE AGENCIES	HAUGEN & KECK, INC.	OTHER: VARIOUS	\$2,500,000	
47.	Contract Description:	This is a new contract to provide employment readiness and transition specialist services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20390		
		VARIOUS STATE AGENCIES	HEAVENBOUND LIFESTYLE CENTER, INC DBA ENHANCED OPPORTUNITIES	OTHER: VARIOUS	\$5,000,000	
48.	Contract Description:	This is a new contract to provide developmental support services statewide. This contract replaces the previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20374		
		VARIOUS STATE AGENCIES	HEIDI S. UNGER DBA ROCKING H RANCH, LLC	OTHER: VARIOUS	\$8,100,000	
49.	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20187		
		VARIOUS STATE AGENCIES	HAUGEN & KECK, INC.	OTHER: VARIOUS	\$1,900,000	
50.	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20210		

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
51.		VARIOUS STATE AGENCIES	HEALTH AND HAPPINESS SERVICES	OTHER: VARIOUS	\$48,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces the previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20214		
52.		VARIOUS STATE AGENCIES	INDEPENDENT LIFESTYLES, INC. DBA VISITING ANGELS	OTHER: VARIOUS	\$3,000,000	
	Contract Description:	This is a new contract to provide personal care services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20330		
53.		VARIOUS STATE AGENCIES	IMPACT ABA SERVICES, LLC	OTHER: VARIOUS	\$2,500,000	
	Contract Description:	This is a new contract to provide applied behavior analysis services statewide. This contract replaces the previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20356		
54.		VARIOUS STATE AGENCIES	INNOVATION BEHAVIORAL HEALTH SOLUTIONS, LLC	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20264		
55.		VARIOUS STATE AGENCIES	INTEGRATED PSYCHOLOGICAL SOLUTIONS, LLC	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide psychological evaluation and treatment services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20325		
56.		VARIOUS STATE AGENCIES	JACK ARAZA, PH.D	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20262		
57.		VARIOUS STATE AGENCIES	LINDA M. JAMES	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide case management and service coordinator services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20196		
58.		VARIOUS STATE AGENCIES	JAY JEFFERS	OTHER: VARIOUS	\$2,500,000	
	Contract Description:	This is a new contract to provide foster care/caregiver services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20349		

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
59.		VARIOUS STATE AGENCIES	JENNIFER MCKAY DBA SIERRA NEVADA CHILD AND ADOLESCENT PSYCHIATRY	OTHER: VARIOUS	\$2,000,000	
	Contract Description:	This is a new contract to provide psychiatry services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20228			
60.		VARIOUS STATE AGENCIES	JENNIFER R HIGHSMITH PHD LLC DBA SIERRA PSYCHOLOGICAL TESTING & ASSESSMENTS	OTHER: VARIOUS	\$150,000	
	Contract Description:	This is a new contract to provide neuropsychology/psychological testing services statewide. This contract replaces the previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20366			
61.		VARIOUS STATE AGENCIES	CORNELL JONES, MD.	OTHER: VARIOUS	\$2,500,000	
	Contract Description:	This is a new contract to provide tele-health psychiatry services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20344			
62.		VARIOUS STATE AGENCIES	JULIUS M. ROGINA	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20265			
63.		VARIOUS STATE AGENCIES	JAMES A. CALLENDER	OTHER: VARIOUS	\$463,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20223			
64.		VARIOUS STATE AGENCIES	JOB DEVELOPMENT COACH, INC.	OTHER: VARIOUS	\$1,100,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20305			
65.		VARIOUS STATE AGENCIES	JUDY S. YOUNG, M.A. CCC/SLP	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide speech pathology services statewide. This contract replaces the previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20369			
66.		VARIOUS STATE AGENCIES	KENNETH MCKAY LTD	OTHER: VARIOUS	\$8,000,000	
	Contract Description:	This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.				

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
67.	Contract Description:	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20279		
		VARIOUS STATE AGENCIES	KIDDOTHERAPY	OTHER: VARIOUS	\$1,000,000	
		This is a new contract to provide occupational therapy services statewide. This contract replaces the previous provider agreement.				
68.	Contract Description:	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20367		
		VARIOUS STATE AGENCIES	KIDEOLOGY, LTD.	OTHER: VARIOUS	\$15,000,000	
		This is a new contract to provide early intervention, data analysis and training services statewide. This contract replaces a previous provider agreement.				
69.	Contract Description:	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20388		
		VARIOUS STATE AGENCIES	KIM MARTINDALE	OTHER: VARIOUS	\$1,000,000	
		This is a new contract to provide speech pathology services statewide. This contract replaces a previous provider agreement.				
70.	Contract Description:	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20166		
		VARIOUS STATE AGENCIES	KRISTINA J. RHODES , OD, LTD. DBA REVOLUTIONEYES	OTHER: VARIOUS	\$500,000	
		This is a new contract to provide optometry services statewide. This contract replaces a previous provider agreement.				
71.	Contract Description:	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20200		
		VARIOUS STATE AGENCIES	LISA M FORESTER, PSY. D. LTD	OTHER: VARIOUS	\$2,000,000	
		This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.				
72.	Contract Description:	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20364		
		VARIOUS STATE AGENCIES	LITTLE EARS AUDIOLOGY, INC.	OTHER: VARIOUS	\$2,500,000	
		This is a new contract to provide audiology services statewide. This contract replaces a previous provider agreement.				
73.	Contract Description:	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20199		
		VARIOUS STATE AGENCIES	LITTLE LEMONS THERAPY, LLC	OTHER: VARIOUS	\$1,500,000	
		This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.				
74.	Contract Description:	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20334		
		VARIOUS STATE AGENCIES	LAS FYZICAL, LLC DBA FYZICAL THERAPY AND BALANCE CENTER	OTHER: VARIOUS	\$150,000	
		This is a new contract to provide audiology services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/22/2022	Contract # 20359		

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
75.		VARIOUS STATE AGENCIES	LAS VEGAS AUTISM CENTER, LLC	OTHER: VARIOUS	\$2,500,000	
	Contract Description:	This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.				
76.		VARIOUS STATE AGENCIES	MARIA G. DONCASTER	OTHER: VARIOUS	\$500,000	
	Contract Description:	This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.				
77.		VARIOUS STATE AGENCIES	MTN CONSULTING, INC.	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide physical therapy services statewide. This contract replaces a previous provider agreement.				
78.		VARIOUS STATE AGENCIES	MYRA THOMPSON PSY.D, LLC DBA MINDFUL LIVING COUNSELING & CONSULTING	OTHER: VARIOUS	\$2,000,000	
	Contract Description:	This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.				
79.		VARIOUS STATE AGENCIES	MARC R. BUSH, MD	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide general medicine services statewide. This contract replaces the previous provider agreement.				
80.		VARIOUS STATE AGENCIES	MARILYN G. MASCHGAN, LTD.	OTHER: VARIOUS	\$125,000	
	Contract Description:	This is a new contract to provide audiology services statewide. This contract replaces a previous provider agreement.				
81.		VARIOUS STATE AGENCIES	NEVADA ENT	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide otolaryngology services statewide. This contract replaces a previous provider agreement.				
82.		VARIOUS STATE AGENCIES	NEVADA HEART CONSULTANTS	OTHER: VARIOUS	\$500,000	
	Contract Description:	This is a new contract to provide internal medicine and cardiology services statewide. This contract replaces a previous provider agreement.				

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
83.		VARIOUS STATE AGENCIES	NEW CENTURY REHABILITATION, LLC DBA ATI PHYSICAL THERAPY	OTHER: VARIOUS	\$500,000	
	Contract Description:	This is a new contract to provide physical therapy services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20266			
84.		VARIOUS STATE AGENCIES	NATIONAL TELECOMMUTING INSTITUTE	OTHER: VARIOUS	\$98,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20249			
85.		VARIOUS STATE AGENCIES	ODYSSEY WELLNESS, INC.	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide mental health assessment services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20365			
86.		VARIOUS STATE AGENCIES	OLYMPUS HEALTH NEVADA	OTHER: VARIOUS	\$2,000,000	
	Contract Description:	This is a new contract to provide consultative examination services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20259			
87.		VARIOUS STATE AGENCIES	ORMSBY ASSOCIATION OF CARSON CITY	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide behavioral and community based care services statewide. This contract replaces the previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20384			
88.		VARIOUS STATE AGENCIES	ON OUR OWN, LLC	OTHER: VARIOUS	\$540,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20252			
89.		VARIOUS STATE AGENCIES	ON OUR OWN, LLC	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide advocacy, case management, driving evaluations, eldercare and independent living services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20355			
90.		VARIOUS STATE AGENCIES	OPPORTUNITY VILLAGE, ARC	OTHER: VARIOUS	\$102,000,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20308			



# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
91.		VARIOUS STATE AGENCIES	PAUL DAVID HARLEY, LCSW, MSW DBA BAKER HARLEY, LLC	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide mental health counseling services statewide. This contract replaces a previous provider agreement.				
92.		VARIOUS STATE AGENCIES	PSYCH, INC.	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide psychological evaluation services statewide. This contract replaces a previous provider agreement.				
93.		VARIOUS STATE AGENCIES	PUZZLE PIECES AUTISM & BEHAVIORAL SERVICES, LLC	OTHER: VARIOUS	\$10,000,000	
	Contract Description:	This is a new contract to provide applied behavioral analysis services statewide. This contract replaces a previous provider agreement.				
94.		VARIOUS STATE AGENCIES	PRODUCTIVE HOMECARE SERVICES, LLC	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide homecare services statewide. This contract replaces a previous provider agreement.				
95.		VARIOUS STATE AGENCIES	PROJECT HELP NEVADA, INC.	OTHER: VARIOUS	\$358,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
96.		VARIOUS STATE AGENCIES	R KIRBY REED MD, LTD	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide neurology services statewide. This contract replaces a previous provider agreement.				
97.		VARIOUS STATE AGENCIES	RADCO COMMUNICATIONS, LLC	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is the first amendment to the contract to provide communications site parts and services to include emergency and general maintenance statewide on an as needed basis. This amendment adds \$1,000,000 for the construction of the new USA Parkway Nevada Shared Radio System (NSRS) Site, power upgrades for the NSRS Fitzpatrick and NSRS Timber sites, and construction of the Intelligent Transportation Systems (ITS) Test Facility at Hot Springs. Services will include scheduled and unscheduled surveys, assessments, installations, replacements, maintenance and repairs of communication equipment, infrastructure and fixtures.				
		Term of Contract:	07/15/2015 - 06/30/2019	Contract # 16772		

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
98.		VARIOUS STATE AGENCIES	RAQUEL SWEAT DBA ELITE OCCUPATIONAL THERAPY SERVICES	OTHER: VARIOUS	\$2,500,000	
	Contract Description:	This is a new contract to provide occupational therapy services statewide. This contract replaces a previous provider agreement.				
99.		VARIOUS STATE AGENCIES	REFLECTIONS THERAPY DR. SOSEH ESMAEILI, PSY.D., PLLC	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide psychology services statewide. This contract replaces the previous provider agreement.				
100.		VARIOUS STATE AGENCIES	RELATIONSHIP MATTERS, INC.	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.				
101.		VARIOUS STATE AGENCIES	RICHARD A. CESTKOWSKI, D.O., LTD.	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide physician services statewide. This contract replaces the previous provider agreement.				
102.		VARIOUS STATE AGENCIES	ROCKY MOUNTAIN RETINA CONSULTANTS	OTHER: VARIOUS	\$150,000	
	Contract Description:	This is a new contract to provide eye care services statewide. This contract replaces a previous provider agreement.				
103.		VARIOUS STATE AGENCIES	WANDA J. ROSENLUND	OTHER: VARIOUS	\$2,500,000	
	Contract Description:	This is a new contract to provide host home/supported living arrangement services statewide. This contract replaces a previous provider agreement.				
104.		VARIOUS STATE AGENCIES	REDHEAD SUPPORTS NV, LLC	OTHER: VARIOUS	\$15,000,000	
	Contract Description:	This is a new contract to provide coaching, mentoring and 24-hour residential care services for adults statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022 Contract # 20270				



# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
105.		VARIOUS STATE AGENCIES	SDMI, LTD. PARTNERSHIP DBA STEINBERG DIAGNOSTIC MEDICAL IMAGING	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide outpatient radiology services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20197			
106.		VARIOUS STATE AGENCIES	SESSIONS, INC. A NEVADA CORPORATION	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide psychiatry services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20360			
107.		VARIOUS STATE AGENCIES	SHANKER DIXIT, MD PC DBA NEUROLOGY CENTER OF LAS VEGAS	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide neurology services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20194			
108.		VARIOUS STATE AGENCIES	SHRINKWRAPT LAS VEGAS, LLC	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide psychology services statewide. This contract replaces the previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20379			
109.		VARIOUS STATE AGENCIES	SOAR CAREER LAUNCH, LLC	OTHER: VARIOUS	\$329,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20213			
110.		VARIOUS STATE AGENCIES	SOUTHWEST AUTISM & BEHAVIORAL SOLUTIONS, LLC	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20274			
111.		VARIOUS STATE AGENCIES	JUNE L. STRETCH	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide home care/shared living provider services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20391			

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
112.		VARIOUS STATE AGENCIES	SUZANNE M. ABERASTURI PH.D	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide psychology and neuropsychology services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20383			
113.		VARIOUS STATE AGENCIES	SEAN J. MARCINIK	OTHER: VARIOUS	\$600,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20254			
114.		VARIOUS STATE AGENCIES	STELLAR BEHAVIORAL CONSULTING, LTD.	OTHER: VARIOUS	\$500,000	
	Contract Description:	This is a new contract to provide applied behavior analysis services statewide. This contract replaces the previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20385			
115.		VARIOUS STATE AGENCIES	STEPPING STONE ADVOCACY & JOB SUPPORT CORPORATION	OTHER: VARIOUS	\$415,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20226			
116.		VARIOUS STATE AGENCIES	SUNSHINE COLLINS, LLC	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20361			
117.		VARIOUS STATE AGENCIES	TACITUS GROUP, LLC DBA A CARING PLACE RESIDENCE	OTHER: VARIOUS	\$8,000,000	
	Contract Description:	This is a new contract to provide housing services for mentally ill statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20309			
118.		VARIOUS STATE AGENCIES	TEAM CARE PLUS, LLC	OTHER: VARIOUS	\$20,000,000	
	Contract Description:	This is a new contract to provide respite care services statewide. This contract replaces the previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20386			
119.		VARIOUS STATE AGENCIES	THE CONTINUUM	OTHER: VARIOUS	\$15,000,000	
	Contract Description:	This is a new contract to provide physical, occupational and speech therapy services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20172			

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
120.		VARIOUS STATE AGENCIES	THERAPY MANAGEMENT GROUP, LLC	OTHER: VARIOUS	\$40,000,000	
	Contract Description:	This is a new contract to provide pediatric therapy early intervention services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20183			
121.		VARIOUS STATE AGENCIES	UNLIMITED CHOICES, LLC	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract to provide supportive living services for developmentally disabled persons statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20333			
122.		VARIOUS STATE AGENCIES	UNITED CEREBRAL PALSY OF NEVADA	OTHER: VARIOUS	\$20,000,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20231			
123.		VARIOUS STATE AGENCIES	VISION REHABILITATION SERVICES, INC.	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide orientation and mobility services to the blind and visually impaired statewide. This contract replaces the previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20375			
124.		VARIOUS STATE AGENCIES	YOUR CHOICE HOME HEALTH CARE, LLC	OTHER: VARIOUS	\$150,000	
	Contract Description:	This is a new contract to provide home health care statewide. This contract replaces the previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20370			
125.		VARIOUS STATE AGENCIES	ZUCKER & ASSOCIATES	OTHER: VARIOUS	\$3,000,000	
	Contract Description:	This is a new contract to provide psychology/mental health services statewide. This contract replaces a previous provider agreement.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20269			

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20346**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>HOPE INDUSTRIES LLC</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>A CARING FRIEND HOME HEALTH CARE</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>1700 E DESERT INN RD STE 314</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89169-3207</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>702/839-1088</b>
		Vendor No.:	<b>T27031723</b>
		NV Business ID:	<b>NV20101023447</b>

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide in-home care services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**No** b. If "No", please explain:

**Contractor name is a DBA of the Legal Entity.**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 12:58:32 PM
Division Approval	Ideloach	06/25/2018 12:58:36 PM
Department Approval	Ideloach	06/25/2018 12:58:40 PM
Contract Manager Approval	rmille8	06/25/2018 14:07:57 PM
Budget Analyst Approval	aurruty	06/26/2018 16:10:23 PM
BOE Agenda Approval	lfree1	06/27/2018 08:43:42 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20326**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BEAU TAGGERT ENGLAND LLC DBA**Contractor Name: **BEAU TAGGERT ENGLAND, LLC DBA ASCENT AUDIOLOGY & HEARING**Address: **5920 S RAINBOW BLVD STE 9**City/State/Zip: **LAS VEGAS, NV 89118-4209**Contact/Phone: **BEAU ENGLAND 702/362-3138**Vendor No.: **T27038137**NV Business ID: **NV20151212069**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide audiology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**No** b. If "No", please explain:

**LEGAL ENTITY (BEAU TAGGERT ENGLAND LLC) IS DBA ASCENT AUDIOLOGY & HEARING**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/22/2018 09:33:48 AM
Division Approval	mstewa10	06/22/2018 09:33:50 AM
Department Approval	mstewa10	06/22/2018 09:33:52 AM
Contract Manager Approval	mstewa10	06/22/2018 09:33:55 AM
Budget Analyst Approval	cbrekken	06/26/2018 16:29:55 PM
BOE Agenda Approval	lfree1	06/27/2018 08:34:29 AM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

**MEMORANDUM**

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20347**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>1ST ADVANCE HOME CARE, LLC</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>1ST ADVANCE HOME CARE, LLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>1600 E DESERT INN RD STE 120</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89169-2505</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>JOANDRA CORNELIUS-JOHNSON 702/795-4357</b>
		Vendor No.:	<b>T27037445</b>
		NV Business ID:	<b>NV20141435807</b>

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide community based care and elder care services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 13:00:32 PM
Division Approval	Ideloach	06/25/2018 13:00:35 PM
Department Approval	Ideloach	06/25/2018 13:00:39 PM
Contract Manager Approval	rmille8	06/25/2018 14:08:07 PM
Budget Analyst Approval	aurruty	06/26/2018 16:26:25 PM
BOE Agenda Approval	lfree1	06/27/2018 08:40:42 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20307**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **702 CAREGIVERS, LLC**Contractor Name: **702 CAREGIVERS, LLC**Address: **2780 S JONES BLVD STE 105B**City/State/Zip: **LAS VEGAS, NV 89146-5625**Contact/Phone: **DMITRIY SHUKAN 702/333-1488**Vendor No.: **T27039281**NV Business ID: **NV20121213661**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide in-home supportive care services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/20/2018 14:03:00 PM
Division Approval	mstewa10	06/20/2018 14:03:02 PM
Department Approval	mstewa10	06/20/2018 14:03:04 PM
Contract Manager Approval	mstewa10	06/20/2018 14:03:07 PM
Budget Analyst Approval	aurruty	06/26/2018 09:43:03 AM
BOE Agenda Approval	lfree1	06/26/2018 11:26:58 AM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20257**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ABBIE STEVENSON**Contractor Name: **ABBIE STEVENSON**Address: **1190 HARDESTY DR**City/State/Zip: **RENO, NV 89509**Contact/Phone: **775/830-5811**Vendor No.: **T27021415**NV Business ID: **NV20131418686**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide audiology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):



b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/13/2018 13:04:44 PM
Division Approval	mstewa10	06/13/2018 13:04:47 PM
Department Approval	mstewa10	06/13/2018 13:04:49 PM
Contract Manager Approval	mstewa10	06/13/2018 13:04:52 PM
Budget Analyst Approval	aurruty	06/25/2018 10:46:25 AM
BOE Agenda Approval	lfree1	06/25/2018 13:28:35 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

**MEMORANDUM**

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20263**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ADVANCED PEDIATRIC THERAPIES, LLC**Contractor Name: **ADVANCED PEDIATRIC THERAPIES, LLC**Address: **1625 E PRATER WAY**City/State/Zip: **SPARKS, NV 89434-8969**Contact/Phone: **JULIE ORTIZ 775/825-4744**Vendor No.: **T27005066**NV Business ID: **NV20031094858**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide early intervention services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/13/2018 13:21:37 PM
Division Approval	mstewa10	06/13/2018 13:21:40 PM
Department Approval	mstewa10	06/13/2018 13:21:42 PM
Contract Manager Approval	mstewa10	06/13/2018 13:21:45 PM
Budget Analyst Approval	aurretty	06/25/2018 13:38:12 PM
BOE Agenda Approval	lfree1	06/25/2018 16:14:03 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20312**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ADVANCED PERSONAL CARE SOLUTIONS, INC.**Contractor Name: **ADVANCED PERSONAL CARE SOLUTIONS, INC.**Address: **8290 W SAHARA AVE STE 260**City/State/Zip: **LAS VEGAS, NV 89117-8933**Contact/Phone: **ROBERT CROCKETT 702/262-9949**Vendor No.: **T29023706**NV Business ID: **NV20061813736**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide personal care services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/20/2018 14:05:03 PM
Division Approval	mstewa10	06/20/2018 14:05:06 PM
Department Approval	mstewa10	06/20/2018 14:05:08 PM
Contract Manager Approval	mstewa10	06/20/2018 14:05:10 PM
Budget Analyst Approval	bwooldri	06/26/2018 10:07:23 AM
BOE Agenda Approval	lfree1	06/26/2018 12:08:14 PM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20327**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	ALLOWED VOICE, LLC
Agency Code:	<b>MSA</b>	Contractor Name:	<b>ALLOWED VOICE, LLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>8156 LONE BOULDER ST</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89113-4659</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Alisha Verchick 702/300-5068
		Vendor No.:	T27027205
		NV Business ID:	NV20091230793

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide speech therapy and pathology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: as invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/22/2018 09:34:21 AM
Division Approval	mstewa10	06/22/2018 09:34:24 AM
Department Approval	mstewa10	06/22/2018 09:34:26 AM
Contract Manager Approval	mstewa10	06/22/2018 09:34:29 AM
Budget Analyst Approval	cbrekken	06/26/2018 11:47:05 AM
BOE Agenda Approval	lfree1	06/27/2018 08:22:03 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20222**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **APPLE GROVE TREATMENT CENTER, LLC**Contractor Name: **APPLE GROVE TREATMENT CENTER, LLC**Address: **3155 E PATRICK LN STE 1**City/State/Zip: **LAS VEGAS, NV 89120-3496**Contact/Phone: **702/992-0576**Vendor No.: **T27041642**NV Business ID: **NV20061061585**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide therapy services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/08/2018 08:43:00 AM
Division Approval	mstewa10	06/08/2018 08:43:03 AM
Department Approval	mstewa10	06/08/2018 08:43:06 AM
Contract Manager Approval	mstewa10	06/08/2018 08:43:09 AM
Budget Analyst Approval	aurruty	06/15/2018 14:23:56 PM
BOE Agenda Approval	lfree1	06/18/2018 17:17:56 PM
BOE Final Approval	Pending	

Brian Sandoval  
Governor



Patrick Cates  
Director

Jeffrey Haag  
Administrator

STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20350**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **APPLE GROVE TREATMENT CENTER, LLC**Contractor Name: **APPLE GROVE TREATMENT CENTER, LLC**Address: **3155 E PATRICK LN**City/State/Zip: **LAS VEGAS, NV 89120-3496**Contact/Phone: **702/992-0576**Vendor No.: **T27041642**NV Business ID: **NV20061061585**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide foster care, mental health, transitional living and residential services for adolescents statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 13:07:48 PM
Division Approval	Ideloach	06/25/2018 13:07:52 PM
Department Approval	Ideloach	06/25/2018 13:07:57 PM
Contract Manager Approval	rmille8	06/25/2018 14:08:42 PM
Budget Analyst Approval	nhovden	06/26/2018 12:43:15 PM
BOE Agenda Approval	nhovden	06/26/2018 12:43:17 PM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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**MEMORANDUM**

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20271**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **APPLIED BEHAVIOR TECHNOLOGIES, LLC**Contractor Name: **APPLIED BEHAVIOR TECHNOLOGIES, LLC**Address: **4840 VISTA BLVD., SUITE 108**City/State/Zip: **SPARKS, NV 89436**Contact/Phone: **TINA WALSH 775/354-1380**Vendor No.: **T27033912A**NV Business ID: **NV20131126136**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Providers**

5. Purpose of contract:

**This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/20/2018 14:01:39 PM
Division Approval	mstewa10	06/20/2018 14:01:42 PM
Department Approval	mstewa10	06/20/2018 14:01:44 PM
Contract Manager Approval	mstewa10	06/20/2018 14:01:46 PM
Budget Analyst Approval	aurretty	06/26/2018 10:25:45 AM
BOE Agenda Approval	lfree1	06/26/2018 10:54:19 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20382**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>ASPIRING TO JUSTICE &amp; FAIRNESS DBA INSIGHT THERAPY SOLUTIONS, LLC</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>ASPIRING TO JUSTICE &amp; FAIRNESS DBA INSIGHT THERAPY SOLUTIONS, LLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>LLC / INSIGHT THERAPY SOLUTNS 5631 S PECOS RD</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89120-1961</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>702/685-0877</b>
		Vendor No.:	<b>T29037952</b>
		NV Business ID:	<b>NV20121570862</b>

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide behavioral health services statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 14:36:12 PM
Division Approval	Ideloach	06/25/2018 14:36:15 PM
Department Approval	Ideloach	06/25/2018 14:36:19 PM
Contract Manager Approval	rmille8	06/25/2018 14:50:53 PM
Budget Analyst Approval	nhovden	06/26/2018 16:42:39 PM
BOE Agenda Approval	nhovden	06/26/2018 16:42:42 PM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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**MEMORANDUM**

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20198**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ASSISTING INDEPENDENCE, INC.**Contractor Name: **ASSISTING INDEPENDENCE, INC.**Address: **6135 LAKESIDE DR STE 127**City/State/Zip: **RENO, NV 89511-8505**Contact/Phone: **775/453-1644**Vendor No.: **T29035427**NV Business ID: **NV20131387419**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide personal care services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):



b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/05/2018 14:56:36 PM
Division Approval	mstewa10	06/05/2018 14:56:39 PM
Department Approval	mstewa10	06/05/2018 14:56:41 PM
Contract Manager Approval	mstewa10	06/05/2018 14:56:44 PM
Budget Analyst Approval	aurruty	06/13/2018 17:18:20 PM
BOE Agenda Approval	lfree1	06/14/2018 15:14:46 PM
BOE Final Approval	Pending	

Brian Sandoval  
Governor



Patrick Cates  
Director

Jeffrey Haag  
Administrator

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Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20278**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **AURORA COUNSELING AND WELLNESS, LLC**Contractor Name: **AURORA COUNSELING AND WELLNESS, LLC**Address: **11232 FERGUSON SPRINGS ST**City/State/Zip: **LAS VEGAS, NV 89179-2021**Contact/Phone: **Rebecca Broz 760/258-6626**Vendor No.: **T27040104**NV Business ID: **NV20151135686**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide counseling services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/14/2018 15:27:18 PM
Division Approval	mstewa10	06/14/2018 15:27:21 PM
Department Approval	mstewa10	06/14/2018 15:27:23 PM
Contract Manager Approval	mstewa10	06/14/2018 15:27:26 PM
Budget Analyst Approval	aurretty	06/25/2018 14:44:36 PM
BOE Agenda Approval	lfree1	06/25/2018 15:52:53 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20173**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **AUTISM CARE WEST, LLC**Contractor Name: **AUTISM CARE WEST, LLC**Address: **2075 E WINDMILL STE 150**City/State/Zip: **LAS VEGAS, NV 89123**Contact/Phone: **YELANA MARRIOTT 702-326-5996**Vendor No.: **T29025668**NV Business ID: **NV20091128345**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$7,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	05/30/2018 15:02:36 PM
Division Approval	mstewa10	05/30/2018 15:02:39 PM
Department Approval	mstewa10	05/30/2018 15:02:41 PM
Contract Manager Approval	mstewa10	05/30/2018 15:02:43 PM
Budget Analyst Approval	aurruty	06/14/2018 16:09:27 PM
BOE Agenda Approval	lfree1	06/18/2018 14:31:10 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20256**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Adrian Adrian MD A Professional Corporation**Contractor Name: **Adrian Adrian MD A Professional Corporation**Address: **5940 S. Rainbow Blvd.**City/State/Zip: **Las Vegas, NV 89118**Contact/Phone: **Adrian Adrian 702-335-1880**Vendor No.: **T29040087**NV Business ID: **NV20071446648**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide family physician services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/13/2018 13:00:33 PM
Division Approval	mstewa10	06/13/2018 13:00:35 PM
Department Approval	mstewa10	06/13/2018 13:00:38 PM
Contract Manager Approval	mstewa10	06/13/2018 13:00:40 PM
Budget Analyst Approval	aurretty	06/25/2018 10:25:49 AM
BOE Agenda Approval	lfree1	06/25/2018 13:56:54 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20181**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Alexander Brooks, DO, PC

Contractor Name: **Alexander Brooks, DO, PC**Address: **P.O. Box 7414**City/State/Zip: **Reno, NV 89510**

Contact/Phone: Alexander Brooks 503-475-6083

Vendor No.: T32005469

NV Business ID: NV20171330980

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide psychiatry services statewide. This contract replaces a previous provider agreement. RELATES TO AGENDA ITEM 6C.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**Yes**

See the attached Authorization to Contract form for details.

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/05/2018 14:09:15 PM
Division Approval	mstewa10	06/05/2018 14:09:17 PM
Department Approval	mstewa10	06/05/2018 14:09:20 PM
Contract Manager Approval	mstewa10	06/05/2018 14:09:22 PM
Budget Analyst Approval	nhovden	06/20/2018 13:00:58 PM
BOE Agenda Approval	nhovden	06/20/2018 13:01:01 PM
BOE Final Approval	Pending	

Brian Sandoval  
Governor



Patrick Cates  
Director

Jeffrey Haag  
Administrator

STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
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Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20212**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Alpha Productions Technologies, Inc.

Contractor Name: **Alpha Productions Technologies, Inc.**Address: **50 Freeport Blvd., Suite 3**City/State/Zip: **Sparks, NV 89431**

Contact/Phone: Michael McMahon 775-359-4498

Vendor No.: T10998700

NV Business ID: NV19761005184

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: 99SWC-S165

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,800,000.00**

Other basis for payment: As invoiced by the Contractor and approved by the State pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

These are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DHHS - Provider Agreement

Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/08/2018 08:46:25 AM
Division Approval	mstewa10	06/08/2018 08:46:28 AM
Department Approval	mstewa10	06/08/2018 08:46:32 AM
Contract Manager Approval	mstewa10	06/08/2018 08:46:35 AM
Budget Analyst Approval	aurruty	06/13/2018 09:27:51 AM
BOE Agenda Approval	lfree1	06/14/2018 16:25:24 PM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20368**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BRETT VALETTE DBA PSYCH EVALUATION SERVICES**Contractor Name: **BRETT VALETTE DBA PSYCH EVALUATION SERVICES**Address: **300 CENTER DR STE G373**City/State/Zip: **SUPERIOR, CO 80027-8625**Contact/Phone: **303/465-3147**Vendor No.: **T32004654**NV Business ID: **NV20141497514**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide psychology services statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 14:08:47 PM
Division Approval	Ideloach	06/25/2018 14:08:50 PM
Department Approval	Ideloach	06/25/2018 14:08:54 PM
Contract Manager Approval	rmille8	06/25/2018 14:22:48 PM
Budget Analyst Approval	nhovden	06/27/2018 08:57:32 AM
BOE Agenda Approval	nhovden	06/27/2018 08:57:35 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
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**Date:** June 11, 2018  
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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20353**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Budget Watchers, LLC dba BW Community Services

Contractor Name: **Budget Watchers, LLC dba BW Community Services**

Address: **1201 N. Decatur Blvd. Suite 107**

City/State/Zip: **Las Vegas, NV 89108**

Contact/Phone: Avaunte DuPree 702-834-5200

Vendor No.: T32003798

NV Business ID: NV20131641157

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide jobs and day training services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000,000.00**

Other basis for payment: as invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 13:15:36 PM
Division Approval	Ideloach	06/25/2018 13:15:40 PM
Department Approval	Ideloach	06/25/2018 13:15:44 PM
Contract Manager Approval	rmille8	06/25/2018 14:09:25 PM
Budget Analyst Approval	tgreenam	06/26/2018 11:44:29 AM
BOE Agenda Approval	lfree1	06/26/2018 16:01:01 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
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MEMORANDUM

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**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20331**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CAREGIVERS HEALTH SERVICES, INC.**Contractor Name: **CAREGIVERS HEALTH SERVICES, INC.**Address: **7251 W LAKE MEAD BLVD STE 300**City/State/Zip: **LAS VEGAS, NV 89128-8380**Contact/Phone: **LENORA MARTIN 702/562-4344**Vendor No.: **T27037766**NV Business ID: **NV20111615564**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide home health/personal care services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):



b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/22/2018 09:37:21 AM
Division Approval	mstewa10	06/22/2018 09:37:24 AM
Department Approval	mstewa10	06/22/2018 09:37:26 AM
Contract Manager Approval	mstewa10	06/22/2018 09:37:29 AM
Budget Analyst Approval	cbrekken	06/27/2018 08:31:33 AM
BOE Agenda Approval	lfree1	06/27/2018 11:42:13 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
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Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20372**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	COMFORT HANDS, LLC
Agency Code:	<b>MSA</b>	Contractor Name:	<b>COMFORT HANDS, LLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>3435 W CRAIG RD STE C</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>NORTH LAS VEGAS, NV 89032-5116</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Deron fisher 702/538-8814
		Vendor No.:	T32002659
		NV Business ID:	NV20121512993

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide in-home personal care services statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 14:26:52 PM
Division Approval	Ideloach	06/25/2018 14:26:55 PM
Department Approval	Ideloach	06/25/2018 14:26:59 PM
Contract Manager Approval	rmille8	06/25/2018 14:42:19 PM
Budget Analyst Approval	nhovden	06/26/2018 15:48:27 PM
BOE Agenda Approval	nhovden	06/26/2018 15:48:30 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
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Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20363**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Carmel Community Living Corporation DBA Overture

Contractor Name: **Carmel Community Living Corporation DBA Overture**Address: **280 Island Ave #960**City/State/Zip **Reno, NV 89501**

Contact/Phone: Jennifer Kelly Ordway 720-496-2605

Vendor No.: T27042307

NV Business ID: NV20181347045

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide developmental disability waiver services statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 14:10:16 PM
Division Approval	Ideloach	06/25/2018 14:10:20 PM
Department Approval	Ideloach	06/25/2018 14:10:23 PM
Contract Manager Approval	rmille8	06/25/2018 14:23:01 PM
Budget Analyst Approval	nhovden	06/27/2018 13:09:53 PM
BOE Agenda Approval	nhovden	06/27/2018 13:09:56 PM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20253**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	Changing Tomorrows LLC
Agency Code:	<b>MSA</b>	Contractor Name:	<b>Changing Tomorrows LLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>3620 Markam Street</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Las Vegas, NV 89121</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Jeffrey 702-491-2847
		Vendor No.:	T27040983
		NV Business ID:	NV20161651434

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: 99SWC-S165 tb

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$704,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/14/2018 15:30:15 PM
Division Approval	mstewa10	06/14/2018 15:30:18 PM
Department Approval	mstewa10	06/14/2018 15:30:21 PM
Contract Manager Approval	mstewa10	06/14/2018 15:30:24 PM
Budget Analyst Approval	aurruty	06/25/2018 08:50:49 AM
BOE Agenda Approval	lfree1	06/25/2018 08:54:19 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20378**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Crossroads Behavioral Consultation, LLC

Contractor Name: **Crossroads Behavioral Consultation, LLC**Address: **P.O. Box 1193**City/State/Zip: **Elko, NV 89803**

Contact/Phone: Stephanie Christensen 775-777-1292

Vendor No.: T91100387

NV Business ID: NV20091262575

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide applied behavior analysis services statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 14:29:32 PM
Division Approval	Ideloach	06/25/2018 14:29:35 PM
Department Approval	Ideloach	06/25/2018 14:29:38 PM
Contract Manager Approval	rmille8	06/25/2018 14:42:56 PM
Budget Analyst Approval	nhovden	06/27/2018 09:47:15 AM
BOE Agenda Approval	nhovden	06/27/2018 09:47:17 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20304**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DARIAN, INC.**Contractor Name: **DARIAN, INC.**Address: **7502 DESERT PLAINS DR.**City/State/Zip: **SPARKS, NV 89436**Contact/Phone: **ROBERTO BARRERA 775/843-0628**Vendor No.: **T27012484**NV Business ID: **NV20061442696**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide home and community based habilitation and behavioral services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00**

Other basis for payment: as invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/20/2018 14:02:20 PM
Division Approval	mstewa10	06/20/2018 14:02:22 PM
Department Approval	mstewa10	06/20/2018 14:02:25 PM
Contract Manager Approval	mstewa10	06/20/2018 14:02:27 PM
Budget Analyst Approval	aurruty	06/26/2018 10:34:37 AM
BOE Agenda Approval	lfree1	06/26/2018 10:52:08 AM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20246**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DOSHEEN COOK, PH.D**Contractor Name: **DOSHEEN COOK, PH.D**Address: **5595 KIETZKE LN STE 104**City/State/Zip: **RENO, NV 89511-3030**Contact/Phone: **775/826-6218**Vendor No.: **T27031820**NV Business ID: **NV20121653742**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide psychology and clinical services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/13/2018 12:55:39 PM
Division Approval	mstewa10	06/13/2018 12:55:42 PM
Department Approval	mstewa10	06/13/2018 12:55:45 PM
Contract Manager Approval	mstewa10	06/13/2018 12:55:47 PM
Budget Analyst Approval	aurruty	06/25/2018 09:29:38 AM
BOE Agenda Approval	lfree1	06/25/2018 14:07:27 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

**MEMORANDUM**

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20251**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DWARAK VUPPALAPATI**Contractor Name: **DWARAK VUPPALAPATI**Address: **1800 N. MINNESOTA ST.**City/State/Zip: **CARSON CITY, NV 89701**Contact/Phone: **775/291-8889**Vendor No.: **T27011835**NV Business ID: **NV20121169057**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide psychiatry services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. The agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/13/2018 12:59:27 PM
Division Approval	mstewa10	06/13/2018 12:59:31 PM
Department Approval	mstewa10	06/13/2018 12:59:34 PM
Contract Manager Approval	mstewa10	06/13/2018 12:59:36 PM
Budget Analyst Approval	aurruty	06/25/2018 09:59:56 AM
BOE Agenda Approval	lfree1	06/25/2018 14:05:19 PM
BOE Final Approval	Pending	





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MEMORANDUM

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**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20289**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Dawn Marie Neddenriep

Contractor Name: **Dawn Marie Neddenriep**Address: **7750 Mariner Cove Dr.**City/State/Zip **Reno, NV 89506**

Contact/Phone: Dawn Marie Neddenriep 775-445-0095

Vendor No.: T32006443

NV Business ID: NV20181228716

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: 99SWC-S165 tb

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$540,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**



a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?  
Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/19/2018 15:19:34 PM
Division Approval	mstewa10	06/19/2018 15:19:36 PM
Department Approval	mstewa10	06/19/2018 15:19:39 PM
Contract Manager Approval	mstewa10	06/19/2018 15:19:43 PM
Budget Analyst Approval	tgreenam	06/26/2018 11:55:07 AM
BOE Agenda Approval	lfree1	06/26/2018 16:05:32 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20224**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	Dennis Chang MD, PLLC
Agency Code:	<b>MSA</b>	Contractor Name:	<b>Dennis Chang MD, PLLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>76 Panorama Crest Ave</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Las Vegas, NV 89135</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Dennis Chang 909-260-0494
		Vendor No.:	T27042318
		NV Business ID:	NV20181276389

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide psychiatry services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/08/2018 08:23:50 AM
Division Approval	mstewa10	06/08/2018 08:42:11 AM
Department Approval	mstewa10	06/08/2018 08:42:14 AM
Contract Manager Approval	mstewa10	06/08/2018 08:42:16 AM
Budget Analyst Approval	aurruty	06/15/2018 14:45:29 PM
BOE Agenda Approval	lfree1	06/18/2018 17:13:58 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
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MEMORANDUM

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**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20174**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Dr. Stephanie Holland, Ltd.

Contractor Name: **Dr. Stephanie Holland, Ltd.**Address: **3067 E. Warm Springs Rd  
Bldg 9 Suite 100**City/State/Zip: **Las Vegas, NV 89120**

Contact/Phone: Dr. Stephanie Holland 702-650-6508

Vendor No.:

NV Business ID: NV20091624038

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide clinical psychology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	05/30/2018 15:02:59 PM
Division Approval	mstewa10	05/30/2018 15:03:02 PM
Department Approval	mstewa10	05/30/2018 15:03:04 PM
Contract Manager Approval	mstewa10	05/30/2018 15:03:06 PM
Budget Analyst Approval	aurretty	06/26/2018 09:41:14 AM
BOE Agenda Approval	lfree1	06/26/2018 11:33:15 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
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Administrator State Purchasing



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20276**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ELIZABETH M JAMES, Ph.D**Contractor Name: **ELIZABETH M JAMES, Ph.D**Address: **9510 W SAHARA AVE STE 110**City/State/Zip: **LAS VEGAS, NV 89117-8804**Contact/Phone: **ELIZABETH JAMES 702/641-2422**Vendor No.: **T81050642**NV Business ID: **NV19991297480**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide psychology evaluation services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/14/2018 15:26:43 PM
Division Approval	mstewa10	06/14/2018 15:26:46 PM
Department Approval	mstewa10	06/14/2018 15:26:49 PM
Contract Manager Approval	mstewa10	06/14/2018 15:26:51 PM
Budget Analyst Approval	aurretty	06/25/2018 14:38:31 PM
BOE Agenda Approval	lfree1	06/25/2018 16:39:51 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20296**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	Elite Community Services, LLC
Agency Code:	<b>MSA</b>	Contractor Name:	<b>Elite Community Services, LLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>3051 E. Baseline Rd. E-222</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Gilbert , AZ 85231</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Susan Appenzeller 480-558-1275
		Vendor No.:	T29031474
		NV Business ID:	NV20121451557

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: 99SWC-S165

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$445,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/20/2018 13:58:09 PM
Division Approval	mstewa10	06/20/2018 13:58:12 PM
Department Approval	mstewa10	06/20/2018 13:58:14 PM
Contract Manager Approval	mstewa10	06/20/2018 13:58:16 PM
Budget Analyst Approval	tgreenam	06/26/2018 14:40:06 PM
BOE Agenda Approval	lfree1	06/26/2018 16:21:24 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20216**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Employment Support Services, LLC

Contractor Name: **Employment Support Services, LLC**Address: **8028 Caspian Moon Dr.**City/State/Zip: **Las Vegas, NV 89166**

Contact/Phone: Lily Choyce 702-308-1480

Vendor No.: T27036434

NV Business ID: NV20151065391

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: 99SWC-S165

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,700,000.00**

Other basis for payment: As invoiced by the Contractor and approved by the State pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

These are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/08/2018 08:45:21 AM
Division Approval	mstewa10	06/08/2018 08:45:23 AM
Department Approval	mstewa10	06/08/2018 08:45:25 AM
Contract Manager Approval	mstewa10	06/08/2018 08:45:33 AM
Budget Analyst Approval	aurruty	06/12/2018 16:46:56 PM
BOE Agenda Approval	lfree1	06/13/2018 12:02:05 PM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20311**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	Excentra Services Corporation
Agency Code:	<b>MSA</b>	Contractor Name:	<b>Excentra Services Corporation</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>8947 E. Quill Street</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Mesa, AZ 85207</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Marti DePue 602-451-4799
		Vendor No.:	T27031689
		NV Business ID:	NV20121687671

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: 99SWC-S165 tb

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/21/2018 11:59:08 AM
Division Approval	mstewa10	06/21/2018 11:59:10 AM
Department Approval	mstewa10	06/21/2018 11:59:12 AM
Contract Manager Approval	mstewa10	06/21/2018 11:59:15 AM
Budget Analyst Approval	tgreenam	06/26/2018 14:43:00 PM
BOE Agenda Approval	lfree1	06/26/2018 16:30:45 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20371**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>FAMILY EYECARE ASSOCIATES</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>FAMILY EYECARE ASSOCIATES</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>FAMILY EYECARE ASSOCIATES 1965 BARING BLVD</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>SPARKS, NV 89434-6734</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775/358-1020</b>
		Vendor No.:	<b>T80996960</b>
		NV Business ID:	<b>NV19801013436</b>

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide optometry services statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 14:20:29 PM
Division Approval	Ideloach	06/25/2018 14:20:32 PM
Department Approval	Ideloach	06/25/2018 14:20:35 PM
Contract Manager Approval	rmille8	06/25/2018 14:45:40 PM
Budget Analyst Approval	nhovden	06/27/2018 09:13:41 AM
BOE Agenda Approval	nhovden	06/27/2018 09:13:46 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20285**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Family Support Council of Douglas County

Contractor Name: **Family Support Council of Douglas County**Address: **1255 Waterloo Lane, Suite A**City/State/Zip: **Gardnerville, NV 89410**

Contact/Phone: Steve Decker 775-782-8692

Vendor No.: T80904539

NV Business ID: NV19821006005

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: 99SWC-S165 tb

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$7,550,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**



a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DHHS - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/19/2018 15:20:35 PM
Division Approval	mstewa10	06/19/2018 15:20:38 PM
Department Approval	mstewa10	06/19/2018 15:20:47 PM
Contract Manager Approval	mstewa10	06/19/2018 15:20:51 PM
Budget Analyst Approval	tgreenam	06/26/2018 12:53:10 PM
BOE Agenda Approval	lfree1	06/26/2018 16:14:09 PM
BOE Final Approval	Pending	



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**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20175**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **GALLAGHER DENTAL CARE**Contractor Name: **GALLAGHER DENTAL CARE**Address: **810 COURT ST**City/State/Zip: **ELKO, NV 89801-3380**Contact/Phone: **Morris Gallagher 775/738-6122**Vendor No.: **T27039922**NV Business ID: **NV20001497079**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide dentistry services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$200,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	05/30/2018 15:03:20 PM
Division Approval	mstewa10	05/30/2018 15:03:23 PM
Department Approval	mstewa10	05/30/2018 15:03:25 PM
Contract Manager Approval	mstewa10	05/30/2018 15:03:28 PM
Budget Analyst Approval	aurruty	06/14/2018 15:59:20 PM
BOE Agenda Approval	lfree1	06/18/2018 15:47:42 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
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MEMORANDUM

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**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20362**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **GENTLE DENTISTRY OF LAS VEGAS, LLC**Contractor Name: **GENTLE DENTISTRY OF LAS VEGAS, LLC**Address: **LLC****501 S. RANCHO DR. SUITE G-48**City/State/Zip **LAS VEGAS, NV 89106**Contact/Phone: **FARAH DIVANBEIGI 702/474-2454**Vendor No.: **T27035859A**NV Business ID: **NV20011008337**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide dentistry services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 13:57:55 PM
Division Approval	Ideloach	06/25/2018 13:57:58 PM
Department Approval	Ideloach	06/25/2018 13:58:02 PM
Contract Manager Approval	rmille8	06/25/2018 14:21:37 PM
Budget Analyst Approval	bwooldri	06/27/2018 08:52:33 AM
BOE Agenda Approval	lfree1	06/27/2018 12:01:51 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
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MEMORANDUM

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**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Jeffrey Haag  
Administrator State Purchasing



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20313**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>GOING PLACES</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>GOING PLACES</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>1730 SHABER AVE UNIT A</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>SPARKS, NV 89431</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775/342-7323</b>
		Vendor No.:	<b>T27008331</b>
		NV Business ID:	<b>NV20041514174</b>

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide supported living, jobs and day training and other services for people with disabilities statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000,000.00**

Other basis for payment: as invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/20/2018 14:05:34 PM
Division Approval	mstewa10	06/20/2018 14:05:36 PM
Department Approval	mstewa10	06/20/2018 14:05:41 PM
Contract Manager Approval	mstewa10	06/20/2018 14:05:43 PM
Budget Analyst Approval	bwooldri	06/26/2018 10:16:57 AM
BOE Agenda Approval	lfree1	06/26/2018 12:15:24 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
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Administrator State Purchasing

**CONTRACT SUMMARY**

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**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20358**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **GOOD SPEECH OF NEVADA INC**Contractor Name: **GOOD SPEECH OF NEVADA INC**Address: **PO BOX 371782**City/State/Zip: **LAS VEGAS, NV 89137-1782**Contact/Phone: **WENDY LAURITA 702/858-9962**Vendor No.: **T32002340A**NV Business ID: **NV20131296820**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide speech and language pathology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 13:51:27 PM
Division Approval	Ideloach	06/25/2018 13:51:29 PM
Department Approval	Ideloach	06/25/2018 13:51:34 PM
Contract Manager Approval	rmille8	06/25/2018 14:20:47 PM
Budget Analyst Approval	aurruty	06/27/2018 09:45:26 AM
BOE Agenda Approval	lfree1	06/27/2018 10:53:43 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

**MEMORANDUM**

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20393**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **GRACEFUL TOUCH LLC**Contractor Name: **GRACEFUL TOUCH LLC**Address: **800 N RAINBOW BLVD STE 212**City/State/Zip: **LAS VEGAS, NV 89107-1189**Contact/Phone: **CHARLES MITCHELL 702/293-3888**Vendor No.: **T27033236**NV Business ID: **NV20101141308**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Non-medical Provider**

5. Purpose of contract:

**This is a new contract to provide in-home personal care services for the elderly and disabled statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 15:36:32 PM
Division Approval	Ideloach	06/25/2018 15:36:37 PM
Department Approval	Ideloach	06/25/2018 15:36:42 PM
Contract Manager Approval	rmille8	06/25/2018 15:38:16 PM
Budget Analyst Approval	aurruty	06/26/2018 11:30:28 AM
BOE Agenda Approval	lfree1	06/26/2018 12:05:52 PM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20211**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	Going Places
Agency Code:	<b>MSA</b>	Contractor Name:	<b>Going Places</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>1730 Shaber Ave. Unit A</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Sparks, NV 89431</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Bart Vandamme 775-342-7323
		Vendor No.:	T27008331
		NV Business ID:	NV20041514174

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: 99SWC-S165

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$33,000,000.00**

Other basis for payment: As invoiced by the Contractor and approved by the State pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

These are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DHHS - Provider Agreement

Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/08/2018 08:45:55 AM
Division Approval	mstewa10	06/08/2018 08:45:58 AM
Department Approval	mstewa10	06/08/2018 08:46:00 AM
Contract Manager Approval	mstewa10	06/08/2018 08:46:03 AM
Budget Analyst Approval	aurruty	06/12/2018 17:16:30 PM
BOE Agenda Approval	lfree1	06/14/2018 14:15:45 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20288**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Goodwill Industries of Southern Nevada, Inc.

Contractor Name: **Goodwill Industries of Southern Nevada, Inc.**Address: **1280 West Cheyenne Avenue**City/State/Zip: **North Las Vegas, NV 89030**

Contact/Phone: Mary Chartrand 702-214-2010

Vendor No.: T81016674

NV Business ID: NV19751000845

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: 99SWC-S165 tb

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,250,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/19/2018 15:20:00 PM
Division Approval	mstewa10	06/19/2018 15:20:03 PM
Department Approval	mstewa10	06/19/2018 15:20:06 PM
Contract Manager Approval	mstewa10	06/19/2018 15:20:09 PM
Budget Analyst Approval	tgreenam	06/27/2018 07:52:06 AM
BOE Agenda Approval	lfree1	06/27/2018 08:19:03 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20284**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	Grade A Tutoring
Agency Code:	<b>MSA</b>	Contractor Name:	<b>Grade A Tutoring</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>2897 N 48th ST W</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Ely, NV 89301</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Cathy Tousey 320-362-1410
		Vendor No.:	T27042335
		NV Business ID:	NV20121491931

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: 99SWC-S165 tb

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$270,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**



a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DHHS - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/19/2018 15:21:16 PM
Division Approval	mstewa10	06/19/2018 15:21:18 PM
Department Approval	mstewa10	06/19/2018 15:21:21 PM
Contract Manager Approval	mstewa10	06/19/2018 15:21:23 PM
Budget Analyst Approval	tgreenam	06/26/2018 12:48:35 PM
BOE Agenda Approval	lfree1	06/26/2018 16:10:29 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20389**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	HAMMON, DEIDRE J
Agency Code:	<b>MSA</b>	Contractor Name:	<b>HAMMON, DEIDRE J</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>4465 BOCA WAY SPC 212</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>RENO, NV 89502-6440</b>
If "No" please explain:	Not Applicable	Contact/Phone:	775/544-9338
		Vendor No.:	T81104377
		NV Business ID:	NV20171554929

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agenices</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Non-medical Provider**

5. Purpose of contract:

**This is a new contract to provide disability services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 15:25:40 PM
Division Approval	Ideloach	06/25/2018 15:25:43 PM
Department Approval	Ideloach	06/25/2018 15:25:48 PM
Contract Manager Approval	rmille8	06/25/2018 15:30:21 PM
Budget Analyst Approval	cbrekken	06/26/2018 15:50:32 PM
BOE Agenda Approval	lfree1	06/27/2018 08:32:22 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
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**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20390**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>HAUGEN &amp; KECK INC</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>HAUGEN &amp; KECK INC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>1135 WISTERIA DR</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>MINDEN, NV 89423-5138</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775/781-6336</b>
		Vendor No.:	<b>T29017429</b>
		NV Business ID:	<b>NV20081296561</b>

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Non-medical Provider**

5. Purpose of contract:

**This is a new contract to provide employment readiness and transition specialist services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00**

Other basis for payment: as invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 15:26:47 PM
Division Approval	Ideloach	06/25/2018 15:26:50 PM
Department Approval	Ideloach	06/25/2018 15:26:54 PM
Contract Manager Approval	rmille8	06/25/2018 15:30:04 PM
Budget Analyst Approval	tgreenam	06/26/2018 11:51:17 AM
BOE Agenda Approval	lfree1	06/26/2018 16:03:00 PM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Jeffrey Haag  
Administrator State Purchasing



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20374**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>HEAVENBOUND LIFESTYLE CENTER, INC DBA ENHANCED OPPORTUNITIES</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>HEAVENBOUND LIFESTYLE CENTER, INC DBA ENHANCED OPPORTUNITIES</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>PO BOX 3527</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>SPARKS, NV 89432-3527</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Michael Goodwin 775/219-5679
		Vendor No.:	T29011757A
		NV Business ID:	NV20021342938

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide developmental support services statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 14:28:24 PM
Division Approval	Ideloach	06/25/2018 14:28:27 PM
Department Approval	Ideloach	06/25/2018 14:28:30 PM
Contract Manager Approval	rmille8	06/25/2018 14:41:57 PM
Budget Analyst Approval	nhovden	06/26/2018 15:38:15 PM
BOE Agenda Approval	nhovden	06/26/2018 15:38:19 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20187**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>HEIDI S. UNGER DBA Rocking H Ranch, LLC</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>HEIDI S. UNGER DBA Rocking H Ranch, LLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>14050 Kyle Canyon Road</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Las Vegas, NV 89166</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Heidi Unger 702-395-1519
		Vendor No.:	T80969722
		NV Business ID:	NV20081521733

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: RFQ 99SWC-S165

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$8,100,000.00**

Other basis for payment: As invoiced by the Contractor and approved by the State pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

These are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/05/2018 15:01:18 PM
Division Approval	mstewa10	06/05/2018 15:01:21 PM
Department Approval	mstewa10	06/05/2018 15:01:23 PM
Contract Manager Approval	mstewa10	06/05/2018 15:01:26 PM
Budget Analyst Approval	aurruty	06/12/2018 16:58:29 PM
BOE Agenda Approval	lfree1	06/13/2018 14:37:04 PM
BOE Final Approval	Pending	

Brian Sandoval  
Governor



Patrick Cates  
Director

Jeffrey Haag  
Administrator

STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
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Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20210**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	Haugen & Keck, Inc.
Agency Code:	<b>MSA</b>	Contractor Name:	<b>Haugen &amp; Keck, Inc.</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>1135 Wisteria Drive</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Minden , NV 89423</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Sandra Haugen 775-781-6336
		Vendor No.:	T29017429
		NV Business ID:	NV20081296561

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: RFQ 99SWC-S165

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,900,000.00**

Other basis for payment: As invoiced by the Contractor and approved by the State pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

These are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider agreement  
DHHS - Provider agreement  
Service is satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/08/2018 08:44:45 AM
Division Approval	mstewa10	06/08/2018 08:44:48 AM
Department Approval	mstewa10	06/08/2018 08:44:54 AM
Contract Manager Approval	mstewa10	06/08/2018 08:44:56 AM
Budget Analyst Approval	aurruty	06/12/2018 17:11:28 PM
BOE Agenda Approval	lfree1	06/13/2018 14:44:15 PM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20214**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	Health and Happiness Services
Agency Code:	<b>MSA</b>	Contractor Name:	<b>Health and Happiness Services</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>1415 S. Arville St., Ste 100-G</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Las Vegas, NV 89102</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Virginia Pei 702-321-9495
		Vendor No.:	T27036956
		NV Business ID:	NV20141280279

To what State Fiscal Year(s) will the contract be charged? **2018-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: 99SWC-S165

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/13/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years and 18 days**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,000.00**

Other basis for payment: As invoiced by the Contractor and approved by the State

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

These are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/08/2018 08:47:48 AM
Division Approval	mstewa10	06/08/2018 08:47:51 AM
Department Approval	mstewa10	06/08/2018 08:47:53 AM
Contract Manager Approval	mstewa10	06/08/2018 08:47:56 AM
Budget Analyst Approval	aurruty	06/13/2018 12:24:04 PM



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20330**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **INDEPENDENT LIFESTYLES, INC. DBA**Contractor Name: **INDEPENDENT LIFESTYLES, INC. DBA VISITING ANGELS**Address: **1701 N GREEN VALLEY PKWY # 9A**City/State/Zip: **HENDERSON, NV 89074-5991**Contact/Phone: **Jacqueline DiAsio 702/407-1100**Vendor No.: **T81090936**NV Business ID: **NV20001173177**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide personal care services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,000,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**No** b. If "No", please explain:

**LEGAL ENTITY (INDEPENDENT LIFESTYLES, INC.) IS DBA VISITING ANGELS**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/22/2018 09:36:47 AM
Division Approval	mstewa10	06/22/2018 09:36:49 AM
Department Approval	mstewa10	06/22/2018 09:36:51 AM
Contract Manager Approval	mstewa10	06/22/2018 09:36:53 AM
Budget Analyst Approval	cbrekken	06/27/2018 08:46:35 AM
BOE Agenda Approval	lfree1	06/27/2018 11:55:21 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

**MEMORANDUM**

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20356**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	Impact ABA Services, LLC
Agency Code:	<b>MSA</b>	Contractor Name:	<b>Impact ABA Services, LLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>2395 Lincoln Meadows Dr.</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Reno, NV 89521</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Megan McGrew 775-376-9426
		Vendor No.:	T32005873
		NV Business ID:	NV20171452941

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide applied behavior analysis services statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):



b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 13:38:49 PM
Division Approval	Ideloach	06/25/2018 13:38:51 PM
Department Approval	Ideloach	06/25/2018 13:38:54 PM
Contract Manager Approval	rmille8	06/25/2018 14:09:59 PM
Budget Analyst Approval	nhovden	06/26/2018 16:24:32 PM
BOE Agenda Approval	nhovden	06/26/2018 16:24:36 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
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Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20264**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Innovation Behavioral Health Solutions, LLC**Contractor Name: **Innovation Behavioral Health Solutions, LLC**Address: **6655 W. Sahara Ave.  
Suite B200-124**City/State/Zip: **Las Vegas, NV 89146**Contact/Phone: **Sandra Gray PhD 702-900-2784**Vendor No.: **T27041798**NV Business ID: **NV20101073285**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/13/2018 13:26:40 PM
Division Approval	mstewa10	06/13/2018 13:26:42 PM
Department Approval	mstewa10	06/13/2018 13:26:45 PM
Contract Manager Approval	mstewa10	06/13/2018 13:26:47 PM
Budget Analyst Approval	aurruty	06/25/2018 13:48:01 PM
BOE Agenda Approval	lfree1	06/25/2018 16:18:38 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20325**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Integrated Psychological Solutions, LLC

Contractor Name: **Integrated Psychological Solutions, LLC**Address: **2780 S. Jones Blvd. Ste. 108**City/State/Zip: **Las Vegas, NV 89146**

Contact/Phone: Bonnie M. Brown, PsyD 702-376-1219

Vendor No.: T32004244

NV Business ID: NV20161387169

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide psychological evaluation and treatment services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/22/2018 09:33:16 AM
Division Approval	mstewa10	06/22/2018 09:33:18 AM
Department Approval	mstewa10	06/22/2018 09:33:20 AM
Contract Manager Approval	mstewa10	06/22/2018 09:33:22 AM
Budget Analyst Approval	bwooldri	06/26/2018 09:53:56 AM
BOE Agenda Approval	lfree1	06/26/2018 11:08:21 AM
BOE Final Approval	Pending	





STATE OF NEVADA  
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MEMORANDUM

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**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20262**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **JACK ARAZA, PH.D**Contractor Name: **JACK ARAZA, PH.D**Address: **309 E JOHN ST STE 1**City/State/Zip: **CARSON CITY, NV 89706-3071**Contact/Phone: **775/720-9541**Vendor No.: **T80997375**NV Business ID: **NV20101149914**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/13/2018 13:18:28 PM
Division Approval	mstewa10	06/13/2018 13:18:30 PM
Department Approval	mstewa10	06/13/2018 13:18:32 PM
Contract Manager Approval	mstewa10	06/13/2018 13:18:34 PM
Budget Analyst Approval	aurruty	06/25/2018 12:12:48 PM
BOE Agenda Approval	lfree1	06/25/2018 13:08:32 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
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MEMORANDUM

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**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20196**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **JAMES, LINDA M.**Contractor Name: **JAMES, LINDA M.**Address: **1235 CROSSWATER DR**City/State/Zip: **RENO, NV 89523-7108**Contact/Phone: **775/848-8663**Vendor No.: **T29036921**NV Business ID: **NV20151696456**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide case management and service coordinator services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/05/2018 14:55:44 PM
Division Approval	mstewa10	06/05/2018 14:55:46 PM
Department Approval	mstewa10	06/05/2018 14:55:48 PM
Contract Manager Approval	mstewa10	06/05/2018 14:55:51 PM
Budget Analyst Approval	aurruty	06/13/2018 16:04:11 PM
BOE Agenda Approval	lfree1	06/14/2018 15:08:33 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
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MEMORANDUM

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**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
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Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20349**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>JAY JEFFERS</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>JAY JEFFERS</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>5366 SANTA LUPE AVE</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>SPARKS, NV 89436-3646</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775/225-9810</b>
		Vendor No.:	<b>T29004652</b>
		NV Business ID:	<b>NV20161296683</b>

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide foster care/caregiver services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

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The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 13:05:35 PM
Division Approval	Ideloach	06/25/2018 13:05:39 PM
Department Approval	Ideloach	06/25/2018 13:05:43 PM
Contract Manager Approval	rmille8	06/25/2018 14:08:25 PM
Budget Analyst Approval	aurruty	06/26/2018 16:54:42 PM
BOE Agenda Approval	lfree1	06/27/2018 08:38:26 AM
BOE Final Approval	Pending	





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Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20228**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>JENNIFER MCKAY DBA SIERRA NEVADA CHILD AND ADOLESCENT PSYCHIATRY</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>JENNIFER MCKAY DBA SIERRA NEVADA CHILD AND ADOLESCENT PSYCHIATRY</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>50 N SIERRA ST STE 801</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>RENO, NV 89501-2269</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775/450-6034</b>
		Vendor No.:	<b>T29014967</b>
		NV Business ID:	<b>NV20121081685</b>

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide psychiatry services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/08/2018 08:22:30 AM
Division Approval	mstewa10	06/08/2018 08:22:33 AM
Department Approval	mstewa10	06/08/2018 08:22:35 AM
Contract Manager Approval	mstewa10	06/08/2018 08:22:37 AM
Budget Analyst Approval	aurruty	06/15/2018 17:12:11 PM
BOE Agenda Approval	lfree1	06/18/2018 13:22:22 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20366**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **JENNIFER R HIGHSMITH PHD LLC dba SIERRA PSYCH TESTING & ASSMNTS**Contractor Name: **JENNIFER R HIGHSMITH PHD LLC dba SIERRA PSYCH TESTING & ASSMNTS**Address: **2450 VASSAR ST STE 3A**City/State/Zip **RENO, NV 89502-3454**Contact/Phone: **775/386-2189**Vendor No.: **T29034366**NV Business ID: **NV20131695973**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide neuropsychology/psychological testing services statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$150,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 14:11:52 PM
Division Approval	Ideloach	06/25/2018 14:11:55 PM
Department Approval	Ideloach	06/25/2018 14:11:59 PM
Contract Manager Approval	rmille8	06/25/2018 14:23:13 PM
Budget Analyst Approval	nhovden	06/26/2018 15:00:13 PM
BOE Agenda Approval	nhovden	06/26/2018 15:00:15 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20344**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **JONES, CORNELL MD**Contractor Name: **JONES, CORNELL MD**Address: **240 S. HUMAHUACA**City/State/Zip: **PAHRUMP, NV 89048**Contact/Phone: **702/349-4299**Vendor No.: **T27019099**NV Business ID: **NV20101519498**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide tele-health psychiatry services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):



b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 12:44:35 PM
Division Approval	Ideloach	06/25/2018 12:44:39 PM
Department Approval	Ideloach	06/25/2018 12:44:43 PM
Contract Manager Approval	rmille8	06/25/2018 14:06:54 PM
Budget Analyst Approval	bwooldri	06/27/2018 08:08:24 AM
BOE Agenda Approval	lfree1	06/27/2018 10:48:55 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20265**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **JULIUS M. ROGINA**Contractor Name: **JULIUS M. ROGINA**Address: **427 RIDGE ST STE A**City/State/Zip: **RENO, NV 89501-1738**Contact/Phone: **MARGARET JENSEN 775/324-2000**Vendor No.: **T81006027**NV Business ID: **NV20101312641**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/13/2018 13:31:07 PM
Division Approval	mstewa10	06/13/2018 13:31:09 PM
Department Approval	mstewa10	06/13/2018 13:31:11 PM
Contract Manager Approval	mstewa10	06/13/2018 13:31:14 PM
Budget Analyst Approval	aurruty	06/25/2018 14:00:01 PM
BOE Agenda Approval	lfree1	06/25/2018 16:31:15 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20223**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	James A. Callender
Agency Code:	<b>MSA</b>	Contractor Name:	<b>James A. Callender</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>1647 Fieldcrest Dr.</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Sparks, NV 89434</b>
If "No" please explain:	Not Applicable	Contact/Phone:	James A. Callender 775-722-3135
		Vendor No.:	T29030843
		NV Business ID:	NV20121669949

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: 99SWC-S165 tb

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$463,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

These are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/14/2018 15:33:35 PM
Division Approval	mstewa10	06/14/2018 15:33:37 PM
Department Approval	mstewa10	06/14/2018 15:33:40 PM
Contract Manager Approval	mstewa10	06/14/2018 15:33:42 PM
Budget Analyst Approval	aurruty	06/25/2018 09:01:35 AM
BOE Agenda Approval	lfree1	06/25/2018 14:19:41 PM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20305**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Job Development Coach Inc.

Contractor Name: **Job Development Coach Inc.**Address: **6889A West Charleston Blvd.**City/State/Zip: **Las Vegas, NV 89117**

Contact/Phone: Sherry Lee 702-468-4675

Vendor No.: T27033267

NV Business ID: NV20121274564

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: 99SWC-S165

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,100,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?  
Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?  
Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/21/2018 11:58:23 AM
Division Approval	mstewa10	06/21/2018 11:58:26 AM
Department Approval	mstewa10	06/21/2018 11:58:29 AM
Contract Manager Approval	mstewa10	06/21/2018 11:58:32 AM
Budget Analyst Approval	tgreenam	06/26/2018 14:37:28 PM
BOE Agenda Approval	lfree1	06/26/2018 16:18:37 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20369**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	Judy S. Young, M.A. CCC/SLP
Agency Code:	<b>MSA</b>	Contractor Name:	<b>Judy S. Young, M.A. CCC/SLP</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>13825 Virginia Foothills Drive</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Reno, NV 89521</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775-771-1127</b>
		Vendor No.:	<b>T27042288</b>
		NV Business ID:	<b>NV20171460146</b>

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide speech pathology services statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 14:18:36 PM
Division Approval	Ideloach	06/25/2018 14:18:39 PM
Department Approval	Ideloach	06/25/2018 14:18:41 PM
Contract Manager Approval	rmille8	06/25/2018 14:46:19 PM
Budget Analyst Approval	nhovden	06/27/2018 09:06:09 AM
BOE Agenda Approval	nhovden	06/27/2018 09:06:11 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20279**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **KENNETH MCKAY LTD**Contractor Name: **KENNETH MCKAY LTD**Address: **8845 W. FLAMINGO, SUITE 210**City/State/Zip: **LAS VEGAS, NV 89144**Contact/Phone: **702/241-9820**Vendor No.: **T27026671**NV Business ID: **NV20071564002**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$8,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/14/2018 15:27:54 PM
Division Approval	mstewa10	06/14/2018 15:27:56 PM
Department Approval	mstewa10	06/14/2018 15:27:59 PM
Contract Manager Approval	mstewa10	06/14/2018 15:28:01 PM
Budget Analyst Approval	aurruty	06/25/2018 15:06:09 PM
BOE Agenda Approval	lfree1	06/25/2018 16:02:30 PM
BOE Final Approval	Pending	





STATE OF NEVADA  
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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20367**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>KIDDOTHERAPY</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>KIDDOTHERAPY</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>1054 WAR BONNET WAY</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>INCLINE VILLAGE, NV 89451-9216</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>513/309-3905</b>
		Vendor No.:	<b>T27041336</b>
		NV Business ID:	<b>NV20171056797</b>

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide occupational therapy services statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 14:04:33 PM
Division Approval	Ideloach	06/25/2018 14:04:36 PM
Department Approval	Ideloach	06/25/2018 14:04:40 PM
Contract Manager Approval	rmille8	06/25/2018 14:22:36 PM
Budget Analyst Approval	nhovden	06/27/2018 08:40:49 AM
BOE Agenda Approval	nhovden	06/27/2018 08:40:54 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
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**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20388**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **KIDEOLOGY LTD**Contractor Name: **KIDEOLOGY LTD**Address: **2520 SAINT ROSE PARKWAY SUITE 114**City/State/Zip: **HENDERSON, NV 89074-7785**Contact/Phone: **SARAH CWIAK 702/508-0908**Vendor No.: **T27029316**NV Business ID: **NV20111674178**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Nonmedical Provider**

5. Purpose of contract:

**This is a new contract to provide early intervention, data analysis and training services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 15:13:48 PM
Division Approval	Ideloach	06/25/2018 15:13:52 PM
Department Approval	Ideloach	06/25/2018 15:13:57 PM
Contract Manager Approval	rmille8	06/25/2018 15:16:27 PM
Budget Analyst Approval	cbrekken	06/26/2018 15:36:19 PM
BOE Agenda Approval	lfree1	06/27/2018 08:24:05 AM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20166**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **KIM MARTINDALE**Contractor Name: **KIM MARTINDALE**Address: **PO BOX 34418**City/State/Zip: **RENO, NV 89533-4418**Contact/Phone: **Kim Martindale 775/771-4686**Vendor No.: **T27034068**NV Business ID: **NV20141001510**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide speech pathology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):



b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	05/30/2018 14:59:57 PM
Division Approval	mstewa10	05/30/2018 14:59:59 PM
Department Approval	mstewa10	05/30/2018 15:00:02 PM
Contract Manager Approval	mstewa10	05/30/2018 15:00:05 PM
Budget Analyst Approval	aurruty	06/14/2018 14:49:51 PM
BOE Agenda Approval	lfree1	06/18/2018 17:27:50 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20200**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **KRISTINA J RHODES , OD, LTD.**Contractor Name: **KRISTINA J RHODES , OD, LTD. DBA RevolutionEYES**Address: **415 US HY 95A S UNIT A**City/State/Zip: **FERNLEY, NV 89408**Contact/Phone: **775-575-5700**Vendor No.: **T29028343**NV Business ID: **NV20151086549**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide optometry services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**No** b. If "No", please explain:

**RevolutionEYES is a DBA of Kristina J. Rhodes, OD, Ltd.**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/05/2018 14:58:39 PM
Division Approval	mstewa10	06/05/2018 14:58:42 PM
Department Approval	mstewa10	06/05/2018 14:58:44 PM
Contract Manager Approval	mstewa10	06/05/2018 14:58:47 PM
Budget Analyst Approval	aurrutu	06/20/2018 16:49:27 PM
BOE Agenda Approval	lfree1	06/21/2018 16:57:11 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20364**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **LISA M FORESTER, PSY. D. LTD**Contractor Name: **LISA M FORESTER, PSY. D. LTD**Address: **LISA M FOERSTER PSYD LTD  
9163 W FLAMINGO RD STE 120**City/State/Zip: **LAS VEGAS, NV 89147-6458**Contact/Phone: **702/869-9188**Vendor No.: **T29034885**NV Business ID: **NV20141206237**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 14:00:37 PM
Division Approval	Ideloach	06/25/2018 14:00:42 PM
Department Approval	Ideloach	06/25/2018 14:00:45 PM
Contract Manager Approval	rmille8	06/25/2018 14:22:14 PM
Budget Analyst Approval	bwooldri	06/27/2018 11:25:08 AM
BOE Agenda Approval	lfree1	06/27/2018 11:36:39 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20199**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **LITTLE EARS AUDIOLOGY, INC.**Contractor Name: **LITTLE EARS AUDIOLOGY, INC.**Address: **P.O. BOX 15532**City/State/Zip: **LAS VEGAS, NV 89114**Contact/Phone: **ANGELIA PEACOCK 301/221-3743**Vendor No.: **T29027997**NV Business ID: **NV20111334665**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide audiology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/05/2018 14:57:03 PM
Division Approval	mstewa10	06/05/2018 14:57:06 PM
Department Approval	mstewa10	06/05/2018 14:57:08 PM
Contract Manager Approval	mstewa10	06/05/2018 14:57:11 PM
Budget Analyst Approval	aurruty	06/13/2018 17:17:02 PM
BOE Agenda Approval	lfree1	06/15/2018 11:02:51 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20334**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **LITTLE LEMONS THERAPY, LLC**Contractor Name: **LITTLE LEMONS THERAPY, LLC**Address: **7455 ARROYO CROSSING PKWY SUITE 220**City/State/Zip: **LAS VEGAS, NV 89113**Contact/Phone: **Samantha Lemons 321-443-9191**Vendor No.: **T29040071**NV Business ID: **NV20171739808**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Providers**

5. Purpose of contract:

**This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2018

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/22/2018 09:43:03 AM
Division Approval	mstewa10	06/22/2018 09:43:05 AM
Department Approval	mstewa10	06/22/2018 09:43:08 AM
Contract Manager Approval	mstewa10	06/22/2018 09:43:10 AM
Budget Analyst Approval	cbrekken	06/27/2018 08:02:28 AM
BOE Agenda Approval	lfree1	06/27/2018 11:41:09 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
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MEMORANDUM

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**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20359**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Las Fyzical LLC

Contractor Name: **Las Fyzical, LLC DBA Fyzical Therapy and Balance Center**Address: **401 N. Buffalo Dr. Suite 120**City/State/Zip: **Las Vegas, NV 89145**

Contact/Phone: Michelle Hungerford 702-880-1515

Vendor No.: T29039683

NV Business ID: NV20131491554

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/22/2022**Contract term: **3 years and 357 days**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide audiology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$150,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**No** b. If "No", please explain:

**Contractor name is a DBA of the legal entity**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 13:53:29 PM
Division Approval	Ideloach	06/25/2018 13:53:32 PM
Department Approval	Ideloach	06/25/2018 13:53:37 PM
Contract Manager Approval	rmille8	06/25/2018 14:21:00 PM
Budget Analyst Approval	aurruty	06/27/2018 11:02:46 AM
BOE Agenda Approval	lfree1	06/27/2018 11:56:50 AM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20351**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	Las Vegas Autism Center, LLC
Agency Code:	<b>MSA</b>	Contractor Name:	<b>Las Vegas Autism Center, LLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>2728 Lotus Hill Drive</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Las Vegas, NV 89134</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Molly Halligan 702-900-4320
		Vendor No.:	T27041807
		NV Business ID:	NV20171454620

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00**

Other basis for payment: as invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 13:10:24 PM
Division Approval	Ideloach	06/25/2018 13:10:27 PM
Department Approval	Ideloach	06/25/2018 13:10:31 PM
Contract Manager Approval	rmille8	06/25/2018 14:09:04 PM
Budget Analyst Approval	bwooldri	06/26/2018 12:11:30 PM
BOE Agenda Approval	lfree1	06/26/2018 16:23:53 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20261**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **MARIA G. DONCASTER**Contractor Name: **MARIA G. DONCASTER**Address: **3450 E RUSSELL RD # 103**City/State/Zip: **LAS VEGAS, NV 89120-2201**Contact/Phone: **702/550-3900**Vendor No.: **T81201104**NV Business ID: **NV19971250282**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/13/2018 13:10:10 PM
Division Approval	mstewa10	06/13/2018 13:10:13 PM
Department Approval	mstewa10	06/13/2018 13:10:15 PM
Contract Manager Approval	mstewa10	06/13/2018 13:10:17 PM
Budget Analyst Approval	aurruty	06/25/2018 12:05:02 PM
BOE Agenda Approval	lfree1	06/25/2018 13:17:27 PM
BOE Final Approval	Pending	





STATE OF NEVADA  
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Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20167**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: MTN Consulting, Inc.

Contractor Name: **MTN Consulting, Inc.**Address: **820 Oriole Way, #79**City/State/Zip: **Incline Village, NV 89450**

Contact/Phone: Elisabeth Brown PT 970-471-2816

Vendor No.:

NV Business ID: NV20071164774

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide physical therapy services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):



b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	05/30/2018 15:01:03 PM
Division Approval	mstewa10	05/30/2018 15:01:05 PM
Department Approval	mstewa10	05/30/2018 15:01:07 PM
Contract Manager Approval	mstewa10	05/30/2018 15:01:09 PM
Budget Analyst Approval	aurretty	06/15/2018 11:43:16 AM
BOE Agenda Approval	lfree1	06/18/2018 14:22:08 PM
BOE Final Approval	Pending	

Brian Sandoval  
Governor



Patrick Cates  
Director

Jeffrey Haag  
Administrator

STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20171**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>MYRA THOMPSON PSYD. LLC. DBA MINDFUL LIVING CONSERLING &amp; CONSULTI</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>MYRA THOMPSON PSY.D, LLC DBA MINDFUL LIVING COUNSELING &amp; CONSULT</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>2920 S. JONES BLVD STE 100B</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89146</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>702/444-1373</b>
		Vendor No.:	<b>T27037829</b>
		NV Business ID:	<b>NV20151406016</b>

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**No** b. If "No", please explain:

**Contractor name is a DBA of legal entity**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	05/30/2018 15:01:49 PM
Division Approval	mstewa10	05/30/2018 15:01:52 PM
Department Approval	mstewa10	05/30/2018 15:01:54 PM
Contract Manager Approval	mstewa10	05/30/2018 15:01:57 PM
Budget Analyst Approval	aurruty	06/15/2018 11:29:37 AM
BOE Agenda Approval	lfree1	06/18/2018 13:46:25 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20377**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Marc R. Bush, MD**Contractor Name: **Marc R. Bush, MD**Address: **1930 Village Center Circle #3-420**City/State/Zip: **Las Vegas, NV 89134**Contact/Phone: **702-477-8046**Vendor No.: **T27042068**NV Business ID: **NV20151221613**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide general medicine services statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 14:24:22 PM
Division Approval	Ideloach	06/25/2018 14:24:25 PM
Department Approval	Ideloach	06/25/2018 14:24:27 PM
Contract Manager Approval	rmille8	06/25/2018 14:43:54 PM
Budget Analyst Approval	nhovden	06/27/2018 09:43:17 AM
BOE Agenda Approval	nhovden	06/27/2018 09:43:19 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20268**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Marilyn G. Maschgan, LTD

Contractor Name: **Marilyn G. Maschgan, LTD**Address: **301 N. Pecos Rd Ste. G**City/State/Zip: **Henderson, NV 89074**

Contact/Phone: Ashley Romero 702-732-3800

Vendor No.: T8039337

NV Business ID: NV19921037111

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide audiology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$125,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/20/2018 13:59:42 PM
Division Approval	mstewa10	06/20/2018 13:59:45 PM
Department Approval	mstewa10	06/20/2018 13:59:47 PM
Contract Manager Approval	mstewa10	06/20/2018 13:59:50 PM
Budget Analyst Approval	bwooldri	06/26/2018 11:41:08 AM
BOE Agenda Approval	lfree1	06/26/2018 14:32:51 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20176**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NEVADA ENT**Contractor Name: **NEVADA ENT**Address: **9770 S MCCARRAN BLVD**City/State/Zip: **RENO, NV 89523-9203**Contact/Phone: **Crystal Brownson 775/322-4589**Vendor No.: **T27032069**NV Business ID: **NV20011062050**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide otolaryngology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	05/30/2018 15:03:46 PM
Division Approval	mstewa10	05/30/2018 15:03:49 PM
Department Approval	mstewa10	05/30/2018 15:03:51 PM
Contract Manager Approval	mstewa10	05/30/2018 15:03:53 PM
Budget Analyst Approval	aurruty	06/14/2018 16:06:08 PM
BOE Agenda Approval	lfree1	06/18/2018 16:50:56 PM
BOE Final Approval	Pending	

Brian Sandoval  
Governor



Patrick Cates  
Director

Jeffrey Haag  
Administrator

STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20324**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NEVADA HEART CONSULTANTS**Contractor Name: **NEVADA HEART CONSULTANTS**Address: **3017 W. CHARLESTON BLVD STE 80**City/State/Zip: **LAS VEGAS, NV 89102**Contact/Phone: **MARYANNE JONES 702/870-1026**Vendor No.: **T80638110A**NV Business ID: **NV19821001102**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide internal medicine and cardiology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: as invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/22/2018 09:32:45 AM
Division Approval	mstewa10	06/22/2018 09:32:48 AM
Department Approval	mstewa10	06/22/2018 09:32:50 AM
Contract Manager Approval	mstewa10	06/22/2018 09:32:53 AM
Budget Analyst Approval	bwooldri	06/26/2018 09:49:15 AM
BOE Agenda Approval	lfree1	06/26/2018 11:05:40 AM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20266**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NEW CENTURY REHABILITATION LLC**Contractor Name: **NEW CENTURY REHABILITATION LLC**Address: **dba ATI PHYSICAL THERAPY  
790 REMINGTON BLVD**City/State/Zip: **BOLINGBROOK, IL 60440**Contact/Phone: **BRIDGET MOREHOUSE 630/296-2222**Vendor No.: **T81082366**NV Business ID: **NV19981006515**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide physical therapy services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**No** b. If "No", please explain:

**Contract is in the name of the legal entity and DBA.**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/13/2018 13:33:22 PM
Division Approval	mstewa10	06/13/2018 13:33:24 PM
Department Approval	mstewa10	06/13/2018 13:33:27 PM
Contract Manager Approval	mstewa10	06/13/2018 13:33:30 PM
Budget Analyst Approval	aurruty	06/25/2018 14:24:23 PM
BOE Agenda Approval	lfree1	06/25/2018 16:34:39 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20249**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: National Telecommuting Institute

Contractor Name: **National Telecommuting Institute**Address: **225 Friend Street**City/State/Zip: **Boston, MA 02114**

Contact/Phone: Debra Roberts 617-787-4426

Vendor No.: T29022071

NV Business ID: NV20141179584

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: 99SWC-S165 tb

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$98,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/14/2018 15:31:51 PM
Division Approval	mstewa10	06/14/2018 15:31:54 PM
Department Approval	mstewa10	06/14/2018 15:31:58 PM
Contract Manager Approval	mstewa10	06/14/2018 15:32:00 PM
Budget Analyst Approval	aurruty	06/25/2018 08:43:56 AM
BOE Agenda Approval	lfree1	06/25/2018 08:46:34 AM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20365**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ODYSSEY WELLNESS INC**Contractor Name: **ODYSSEY WELLNESS INC**Address: **3067 E. WARM SPRINGS RD., SUITE 100**City/State/Zip: **LAS VEGAS, NV 89120**Contact/Phone: **702/907-6521**Vendor No.: **T27041335**NV Business ID: **NV20151176682**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide mental health assessment services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):



b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 14:01:57 PM
Division Approval	Ideloach	06/25/2018 14:02:00 PM
Department Approval	Ideloach	06/25/2018 14:02:02 PM
Contract Manager Approval	rmille8	06/25/2018 14:22:24 PM
Budget Analyst Approval	aurruty	06/26/2018 17:09:56 PM
BOE Agenda Approval	lfree1	06/27/2018 08:28:24 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
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MEMORANDUM

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**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20259**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **OLYMPUS HEALTH NEVADA**Contractor Name: **OLYMPUS HEALTH NEVADA**Address: **700 N. CARR RD. #247**City/State/Zip: **PLAINFIELD, IN 46168-0247**Contact/Phone: **800-860-3144**Vendor No.: **T27025643A**NV Business ID: **NV20121196517**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide consultative examination services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. The agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/13/2018 13:07:59 PM
Division Approval	mstewa10	06/13/2018 13:08:02 PM
Department Approval	mstewa10	06/13/2018 13:08:04 PM
Contract Manager Approval	mstewa10	06/13/2018 13:08:07 PM
Budget Analyst Approval	aurruty	06/25/2018 11:15:18 AM
BOE Agenda Approval	lfree1	06/25/2018 13:19:19 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20384**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>ORMSBY ASSOCIATION OF CARSON CITY</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>ORMSBY ASSOCIATION OF CARSON CITY</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>930 East Corbett Street</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>CARSON CITY, NV 89702-0491</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775/882-8520</b>
		Vendor No.:	<b>T81090426A</b>
		NV Business ID:	<b>NV19691002561</b>

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide behavioral and community based care services statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 14:43:08 PM
Division Approval	Ideloach	06/25/2018 14:43:11 PM
Department Approval	Ideloach	06/25/2018 14:43:15 PM
Contract Manager Approval	rmille8	06/25/2018 14:49:39 PM
Budget Analyst Approval	nhovden	06/26/2018 15:16:40 PM
BOE Agenda Approval	nhovden	06/26/2018 15:16:43 PM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20252**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	On Our Own, LLC
Agency Code:	<b>MSA</b>	Contractor Name:	<b>On Our Own, LLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>10839 Scotch Rose Street</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Henderson, NV 89052</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Chasity Rocquemore 702-348-8980
		Vendor No.:	T29040508
		NV Business ID:	NV20181337408

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: 99SWC-S165

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$540,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/14/2018 15:30:58 PM
Division Approval	mstewa10	06/14/2018 15:31:01 PM
Department Approval	mstewa10	06/14/2018 15:31:04 PM
Contract Manager Approval	mstewa10	06/14/2018 15:31:08 PM
Budget Analyst Approval	aurruty	06/22/2018 08:19:38 AM
BOE Agenda Approval	lfree1	06/25/2018 08:52:11 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20355**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: On Our Own, LLC

Contractor Name: **On Our Own, LLC**Address: **10839 Scotch Rose Street**City/State/Zip: **Henderson, NV 89052**

Contact/Phone: Chasity Rocquemoire 443-931-9919

Vendor No.: T27042337

NV Business ID: NV20181337408

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide advocacy, case management, driving evaluations, eldercare and independent living services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 13:37:08 PM
Division Approval	Ideloach	06/25/2018 13:37:11 PM
Department Approval	Ideloach	06/25/2018 13:37:15 PM
Contract Manager Approval	rmille8	06/25/2018 14:09:45 PM
Budget Analyst Approval	aurruty	06/26/2018 11:21:49 AM
BOE Agenda Approval	lfree1	06/26/2018 12:03:23 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20308**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	Opportunity Village, ARC
Agency Code:	<b>MSA</b>	Contractor Name:	<b>Opportunity Village, ARC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>6050 South Buffalo Drive</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Las Vegas, NV 89113</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Chuck Neuwohner 702-880-4070
		Vendor No.:	PUR0005506
		NV Business ID:	NV19541000506

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: 99SWC-S165

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Description**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$102,000,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/21/2018 11:57:37 AM
Division Approval	mstewa10	06/21/2018 11:57:40 AM
Department Approval	mstewa10	06/21/2018 11:57:43 AM
Contract Manager Approval	mstewa10	06/21/2018 11:57:45 AM
Budget Analyst Approval	aurruty	06/25/2018 17:36:12 PM
BOE Agenda Approval	lfree1	06/26/2018 11:35:21 AM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

**MEMORANDUM**

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20225**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **PAUL DAVID HARLEY, LCSW, MSW DBA BAKER HARLEY, LLC**Contractor Name: **PAUL DAVID HARLEY, LCSW, MSW DBA BAKER HARLEY, LLC**Address: **1300 W. US HWY 50**City/State/Zip: **BAKER, NV 89311**Contact/Phone: **775/234-7161**Vendor No.: **T29037860**NV Business ID: **NV20161211589**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide mental health counseling services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/08/2018 08:23:15 AM
Division Approval	mstewa10	06/08/2018 08:23:17 AM
Department Approval	mstewa10	06/08/2018 08:23:20 AM
Contract Manager Approval	mstewa10	06/08/2018 08:23:23 AM
Budget Analyst Approval	aurretty	06/15/2018 14:57:48 PM
BOE Agenda Approval	lfree1	06/18/2018 17:07:23 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
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**Date:** June 11, 2018  
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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20258**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>PSYCH, INC.</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>PSYCH, INC.</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>1015 S 4TH ST</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LOUISVILLE, KY 40203-3207</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>502/272-9718</b>
		Vendor No.:	<b>T27038170</b>
		NV Business ID:	<b>NV20161012899</b>

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide psychological evaluation services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/13/2018 13:06:34 PM
Division Approval	mstewa10	06/13/2018 13:06:36 PM
Department Approval	mstewa10	06/13/2018 13:06:39 PM
Contract Manager Approval	mstewa10	06/13/2018 13:06:42 PM
Budget Analyst Approval	aurretty	06/25/2018 10:59:30 AM
BOE Agenda Approval	lfree1	06/25/2018 13:26:16 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20387**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **PUZZLE PIECES AUTISM & BEHAVIORAL SERVICES LLC**Contractor Name: **PUZZLE PIECES AUTISM & BEHAVIORAL SERVICES LLC**Address: **6628 SKY POINTE DR STE 114**City/State/Zip: **LAS VEGAS, NV 89131-4071**Contact/Phone: **JAMES SUMMERS 702/704-5112**Vendor No.: **T29035731**NV Business ID: **NV20141004089**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Nonmedical Provider**

5. Purpose of contract:

**This is a new contract to provide applied behavioral analysis services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):



b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 15:12:16 PM
Division Approval	Ideloach	06/25/2018 15:12:20 PM
Department Approval	Ideloach	06/25/2018 15:12:24 PM
Contract Manager Approval	rmille8	06/25/2018 15:16:11 PM
Budget Analyst Approval	cbrekken	06/26/2018 15:44:57 PM
BOE Agenda Approval	lfree1	06/27/2018 08:26:24 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
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**MEMORANDUM**

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**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20314**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Productive Homecare Services, LLC

Contractor Name: **Productive Homecare Services, LLC**Address: **1517 Santa Rosalia Dr.**City/State/Zip: **North Las Vegas, NV 89031**

Contact/Phone: Nichole Nelson 702-929-3297

Vendor No.: T29039629

NV Business ID: NV20111614491

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide homecare services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

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Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/20/2018 14:06:11 PM
Division Approval	mstewa10	06/20/2018 14:06:13 PM
Department Approval	mstewa10	06/20/2018 14:06:15 PM
Contract Manager Approval	mstewa10	06/20/2018 14:06:18 PM
Budget Analyst Approval	bwooldri	06/26/2018 11:36:19 AM
BOE Agenda Approval	lfree1	06/26/2018 14:35:22 PM
BOE Final Approval	Pending	



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Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20283**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Project Help Nevada, Inc.

Contractor Name: **Project Help Nevada, Inc.**Address: **239 S. Sierra St.**City/State/Zip **Reno, NV 89501**

Contact/Phone: Sandy Finelli 775-544-1660

Vendor No.: T32004639

NV Business ID: NV20151538433

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: 99SWC-S165 tb

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$358,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/19/2018 15:21:48 PM
Division Approval	mstewa10	06/19/2018 15:21:50 PM
Department Approval	mstewa10	06/19/2018 15:21:53 PM
Contract Manager Approval	mstewa10	06/19/2018 15:21:55 PM
Budget Analyst Approval	tgreenam	06/26/2018 12:39:30 PM
BOE Agenda Approval	lfree1	06/26/2018 16:08:33 PM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20281**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>R KIRBY REED MD LTD</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>R KIRBY REED MD LTD</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>2121 E. FLAMINGO</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89119</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>702/436-9829</b>
		Vendor No.:	<b>T29030131</b>
		NV Business ID:	<b>NV19801009467</b>

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide neurology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/14/2018 15:28:19 PM
Division Approval	mstewa10	06/14/2018 15:28:22 PM
Department Approval	mstewa10	06/14/2018 15:28:25 PM
Contract Manager Approval	mstewa10	06/14/2018 15:28:28 PM
Budget Analyst Approval	aurruty	06/25/2018 15:09:19 PM
BOE Agenda Approval	lfree1	06/25/2018 16:06:05 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16772** Amendment Number: **1**

Legal Entity Name: **RADCO COMMUNICATIONS, LLC**

Agency Name: **MSA MASTER SERVICE AGREEMENTS** Contractor Name: **RADCO COMMUNICATIONS, LLC**

Agency Code: **MSA** Address: **450 US HIGHWAY 395 N**

Appropriation Unit: **9999 - All Categories** City/State/Zip: **CARSON CITY, NV 89704-9581**

Is budget authority available?: **Yes** Contact/Phone: **ROBERT DAVIDSON 775/826-6338**

If "No" please explain: **Not Applicable** Vendor No.: **T29007652**

NV Business ID: **NV20051105274**

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % VARIOUS</b>

Agency Reference #: **3159-GB**

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/15/2015**

Anticipated BOE meeting date **07/2018**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved **06/30/2019**

Termination Date:

Contract term: **3 years and 351 days**

4. Type of contract: **MSA**

Contract description: **COMM SITE REPAIR**

## 5. Purpose of contract:

**This is the first amendment to the contract to provide communications site parts and services to include emergency and general maintenance statewide on an as needed basis. This amendment adds \$1,000,000 for the construction of the new USA Parkway Nevada Shared Radio System (NSRS) Site, power upgrades for the NSRS Fitzpatrick and NSRS Timber sites, and construction of the Intelligent Transportation Systems (ITS) Test Facility at Hot Springs. Services will include scheduled and unscheduled surveys, assessments, installations, replacements, maintenance and repairs of communication equipment, infrastructure and fixtures.**

## 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	Yes - Action
2. Amount of current amendment (#1):	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	Yes - Action
3. New maximum contract amount:	\$2,000,000.00			

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

State agencies require repair and maintenance on communications sites.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the staff or expertise required to do the repair and maintenance.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

Curtis and Sons Construction Inc  
Commsite Corporation  
Alcatel Lucent

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was chosen based on scoring by the evaluation committee for this RFP.

d. Last bid date: 12/02/2014 Anticipated re-bid date: 12/02/2018

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor currently holds a maintenance and repair contract for communications sites within the State. This contractor's work is satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	05/24/2018 10:15:49 AM
Division Approval	mstewa10	05/24/2018 10:15:52 AM
Department Approval	mstewa10	05/24/2018 10:15:56 AM
Contract Manager Approval	gburchet	05/24/2018 10:47:09 AM
Budget Analyst Approval	aurretty	05/30/2018 10:54:52 AM

BOE Agenda Approval  
BOE Final Approval

Ifree1  
Pending

06/13/2018 10:05:23 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20204**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	Raquel Sweat
Agency Code:	<b>MSA</b>	Contractor Name:	<b>RAQUEL SWEAT DBA ELITE OCCUPATIONAL THERAPY SERVICES</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>8174 LAS VEGAS BLVD S STE 109</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89123-1054</b>
If "No" please explain:	Not Applicable	Contact/Phone:	702/883-9528
		Vendor No.:	T27033242
		NV Business ID:	NV20121166033

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide occupational therapy services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**No** b. If "No", please explain:

**Elite Occupational Therapy Services LLC is the business entity; Raquel Sweat is the registered agent; Occupational Therapy Services is what Purchasing used on the actual contract, so CETS was changed to match the actual legal document.**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/05/2018 15:27:34 PM
Division Approval	mstewa10	06/05/2018 15:27:37 PM
Department Approval	mstewa10	06/05/2018 15:27:40 PM
Contract Manager Approval	mstewa10	06/05/2018 15:27:42 PM
Budget Analyst Approval	aurruty	06/13/2018 15:57:55 PM
BOE Agenda Approval	lfree1	06/14/2018 14:55:03 PM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

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Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20345**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **REFLECTIONS THERAPY DR. SOSEH ESMAEILI, PSY.D., PLLC**Contractor Name: **REFLECTIONS THERAPY DR. SOSEH ESMAEILI, PSY.D., PLLC**Address: **2620 REGATTA DR STE 202**City/State/Zip: **LAS VEGAS, NV 89128-6892**Contact/Phone: **702/553-2364**Vendor No.: **T27041711**NV Business ID: **NV20161080306**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide psychology services statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 12:50:46 PM
Division Approval	Ideloach	06/25/2018 12:50:50 PM
Department Approval	Ideloach	06/25/2018 12:50:54 PM
Contract Manager Approval	rmille8	06/25/2018 14:07:40 PM
Budget Analyst Approval	nhovden	06/27/2018 10:44:25 AM
BOE Agenda Approval	nhovden	06/27/2018 10:44:28 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20357**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **RELATIONSHIP MATTERS INC**Contractor Name: **RELATIONSHIP MATTERS INC**Address: **10910 S. CIMARRON ROAD A-6**City/State/Zip: **LAS VEGAS, NV 89145**Contact/Phone: **JESSICA BROWNING 702/410-8400**Vendor No.: **T29033073**NV Business ID: **NV20121006508**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 13:49:15 PM
Division Approval	Ideloach	06/25/2018 13:49:19 PM
Department Approval	Ideloach	06/25/2018 13:49:22 PM
Contract Manager Approval	rmille8	06/25/2018 14:20:32 PM
Budget Analyst Approval	bwooldri	06/27/2018 08:15:38 AM
BOE Agenda Approval	lfree1	06/27/2018 10:52:13 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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MEMORANDUM

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**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20373**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **RICHARD A. CESTKOWSKI, D.O., LTD.**Contractor Name: **RICHARD A. CESTKOWSKI, D.O., LTD.**Address: **5420 CORAL GABLES DR**City/State/Zip: **LAS VEGAS, NV 89130-2026**Contact/Phone: **702/871-2995**Vendor No.: **T81102263A**NV Business ID: **NV20011423598**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide physician services statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):



b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 14:21:50 PM
Division Approval	Ideloach	06/25/2018 14:21:54 PM
Department Approval	Ideloach	06/25/2018 14:21:57 PM
Contract Manager Approval	rmille8	06/25/2018 14:45:20 PM
Budget Analyst Approval	nhovden	06/27/2018 09:17:36 AM
BOE Agenda Approval	nhovden	06/27/2018 09:17:38 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20282**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ROCKY MOUNTAIN RETINA CONSULTANTS**Contractor Name: **ROCKY MOUNTAIN RETINA CONSULTANTS**Address: **400 SOUTH 700 E., SUITE 200**City/State/Zip: **SALT LAKE CITY, UT 84107**Contact/Phone: **Kari Rasmussen 801/264-4444**Vendor No.: **T27002193**NV Business ID: **NV20131164248**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide eye care services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$150,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/14/2018 15:28:59 PM
Division Approval	mstewa10	06/14/2018 15:29:01 PM
Department Approval	mstewa10	06/14/2018 15:29:03 PM
Contract Manager Approval	mstewa10	06/14/2018 15:29:05 PM
Budget Analyst Approval	aurretty	06/25/2018 15:23:12 PM
BOE Agenda Approval	lfree1	06/25/2018 16:09:04 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
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MEMORANDUM

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**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
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Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20354**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ROSENLUND, WANDA J**Contractor Name: **ROSENLUND, WANDA J**Address: **2968 ALLARIZ CT**City/State/Zip: **SPARKS, NV 89436-6446**Contact/Phone: **775/225-7393**Vendor No.: **T27009560**NV Business ID: **NV20161341312**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide host home/supported living arrangement services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00**

Other basis for payment: as invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 13:35:09 PM
Division Approval	Ideloach	06/25/2018 13:35:12 PM
Department Approval	Ideloach	06/25/2018 13:35:15 PM
Contract Manager Approval	rmille8	06/25/2018 14:09:35 PM
Budget Analyst Approval	bwooldri	06/26/2018 12:20:54 PM
BOE Agenda Approval	lfree1	06/26/2018 16:26:46 PM
BOE Final Approval	Pending	





STATE OF NEVADA  
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Jeffrey Haag  
Administrator State Purchasing



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20270**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Redhead Supports NV, LLC

Contractor Name: **Redhead Supports NV, LLC**Address: **2226 E. Pama Lane**City/State/Zip: **Las Vegas, NV 89119**

Contact/Phone: Bradley Hall 702-850-8050

Vendor No.: T29039300

NV Business ID: NV20171012017

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Providers**

5. Purpose of contract:

**This is a new contract to provide coaching, mentoring and 24-hour residential care services for adults statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/20/2018 14:00:53 PM
Division Approval	mstewa10	06/20/2018 14:00:55 PM
Department Approval	mstewa10	06/20/2018 14:00:57 PM
Contract Manager Approval	mstewa10	06/20/2018 14:01:00 PM
Budget Analyst Approval	aurretty	06/26/2018 10:14:48 AM
BOE Agenda Approval	lfree1	06/26/2018 11:02:15 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

**MEMORANDUM**

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20197**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>SDMI, LTD. PARTNERSHIP DBA STEINBERG DIAGNOSTIC MEDICAL IMAGING</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>SDMI, LTD. PARTNERSHIP DBA STEINBERG DIAGNOSTIC MEDICAL IMAGING</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>7301 PEAK DRIVE STE 200</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89128</b>
If "No" please explain:	Not Applicable	Contact/Phone:	702-240-1232
		Vendor No.:	T80915391A
		NV Business ID:	NV19941026618

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide outpatient radiology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/15/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LP

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/05/2018 14:56:10 PM
Division Approval	mstewa10	06/05/2018 14:56:13 PM
Department Approval	mstewa10	06/05/2018 14:56:15 PM
Contract Manager Approval	mstewa10	06/05/2018 14:56:18 PM
Budget Analyst Approval	aurretty	06/13/2018 17:19:58 PM
BOE Agenda Approval	lfree1	06/14/2018 15:21:13 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20360**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SESSIONS INC. A NEVADA CORPORATION**Contractor Name: **SESSIONS INC**Address: **2340 PASEO DEL PRADO STE D307**City/State/Zip: **LAS VEGAS, NV 89102-4342**Contact/Phone: **702/222-1812**Vendor No.: **T27037052**NV Business ID: **NV19901015053**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Services**

5. Purpose of contract:

**This is a new contract to provide psychiatry services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**No** b. If "No", please explain:

**Contractor name is a DBA of legal entity**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 13:55:01 PM
Division Approval	Ideloach	06/25/2018 13:55:04 PM
Department Approval	Ideloach	06/25/2018 13:55:06 PM
Contract Manager Approval	rmille8	06/25/2018 14:21:14 PM
Budget Analyst Approval	bwooldri	06/27/2018 09:08:42 AM
BOE Agenda Approval	lfree1	06/27/2018 11:58:31 AM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20194**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SHANKER DIXIT MD PC DBA NEUROLOGY CENTER OF LAS VEGAS**Contractor Name: **SHANKER DIXIT MD PC DBA NEUROLOGY CENTER OF LAS VEGAS**Address: **2480 PROFESSIONAL COURT**City/State/Zip: **LAS VEGAS, NV 89128**Contact/Phone: **702/405-7100**Vendor No.: **T29015464A**NV Business ID: **NV20071624650**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide neurology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/05/2018 14:55:20 PM
Division Approval	mstewa10	06/05/2018 14:55:22 PM
Department Approval	mstewa10	06/05/2018 14:55:25 PM
Contract Manager Approval	mstewa10	06/05/2018 14:55:27 PM
Budget Analyst Approval	aurruty	06/13/2018 17:22:06 PM
BOE Agenda Approval	lfree1	06/14/2018 15:25:42 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20379**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>SHRINKWRAPT LAS VEGAS, LLC</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>SHRINKWRAPT LAS VEGAS, LLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>1977 VIA FIRENZE</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>HENDERSON, NV 89044</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>702/605-4336</b>
		Vendor No.:	<b>T32003458</b>
		NV Business ID:	<b>NV20151216154</b>

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide psychology services statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 14:32:24 PM
Division Approval	Ideloach	06/25/2018 14:32:27 PM
Department Approval	Ideloach	06/25/2018 14:32:33 PM
Contract Manager Approval	rmille8	06/25/2018 14:54:33 PM
Budget Analyst Approval	nhovden	06/27/2018 10:37:44 AM
BOE Agenda Approval	nhovden	06/27/2018 10:37:46 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20213**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SOAR Career Launch, LLC**Contractor Name: **SOAR Career Launch, LLC**Address: **5575 Simmons St. Ste. 1#476**City/State/Zip: **Las Vegas, NV 89031**Contact/Phone: **Mark Grant 725-777-9509**Vendor No.: **T27039895**NV Business ID: **NV20161229904**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: **99SWC-S165**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$329,000.00**

Other basis for payment: As invoiced by the Contractor and approved by the State pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

These are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**



a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/08/2018 08:47:12 AM
Division Approval	mstewa10	06/08/2018 08:47:14 AM
Department Approval	mstewa10	06/08/2018 08:47:17 AM
Contract Manager Approval	mstewa10	06/08/2018 08:47:20 AM
Budget Analyst Approval	aurruty	06/13/2018 09:58:15 AM
BOE Agenda Approval	lfree1	06/14/2018 16:28:38 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
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MEMORANDUM

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**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20274**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SOUTHWEST AUTISM & BEHAVIORAL SOLUTIONS, LLC**Contractor Name: **SOUTHWEST AUTISM & BEHAVIORAL SOLUTIONS, LLC**Address: **2110 E. FLAMINGO ROAD, STE 350**City/State/Zip: **LAS VEGAS, NV 89119**Contact/Phone: **Vanessa Fessenden 702/270-3219**Vendor No.: **T32001159**NV Business ID: **NV20091410048**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Providers**

5. Purpose of contract:

**This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/14/2018 15:26:07 PM
Division Approval	mstewa10	06/14/2018 15:26:09 PM
Department Approval	mstewa10	06/14/2018 15:26:12 PM
Contract Manager Approval	mstewa10	06/14/2018 15:26:15 PM
Budget Analyst Approval	aurruty	06/25/2018 09:19:50 AM
BOE Agenda Approval	lfree1	06/25/2018 14:17:32 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20391**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>STRETCH, JUNE L</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>STRETCH, JUNE L</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>18750 PINION PINE AVE</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>RENO, NV 89508-6432</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775/800-1536</b>
		Vendor No.:	<b>T27001533</b>
		NV Business ID:	<b>NV20161332020</b>

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Non-medical Provider**

5. Purpose of contract:

**This is a new contract to provide home care/shared living provider services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 15:28:40 PM
Division Approval	Ideloach	06/25/2018 15:28:43 PM
Department Approval	Ideloach	06/25/2018 15:28:47 PM
Contract Manager Approval	rmille8	06/25/2018 15:29:44 PM
Budget Analyst Approval	aurruty	06/26/2018 15:13:15 PM
BOE Agenda Approval	lfree1	06/26/2018 16:49:47 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20383**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SUZANNE M ABERASTURI PH.D**Contractor Name: **SUZANNE M ABERASTURI PH.D**Address: **2450 VASSAR ST STE 3A**City/State/Zip: **RENO, NV 89502-3454**Contact/Phone: **775/200-1232**Vendor No.: **T29034881**NV Business ID: **NV20091309907**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide psychology and neuropsychology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 14:41:09 PM
Division Approval	Ideloach	06/25/2018 14:41:12 PM
Department Approval	Ideloach	06/25/2018 14:41:15 PM
Contract Manager Approval	rmille8	06/25/2018 14:50:11 PM
Budget Analyst Approval	bwooldri	06/27/2018 09:18:53 AM
BOE Agenda Approval	lfree1	06/27/2018 11:39:05 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
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Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20254**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Sean J. Marcinik

Contractor Name: **Sean J. Marcinik**Address: **1627 E 2nd Street**City/State/Zip: **Winnemucca, NV 89445**

Contact/Phone: Sean Marcinik 775-770-8082

Vendor No.: T29032372

NV Business ID: NV20151050451

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: 99SWC-S165 tb

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$600,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/14/2018 15:29:41 PM
Division Approval	mstewa10	06/14/2018 15:29:44 PM
Department Approval	mstewa10	06/14/2018 15:29:46 PM
Contract Manager Approval	mstewa10	06/14/2018 15:29:50 PM
Budget Analyst Approval	aurruty	06/25/2018 08:50:12 AM
BOE Agenda Approval	lfree1	06/25/2018 15:51:08 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

**MEMORANDUM**

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20385**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Stellar Behavioral Consulting, Ltd.

Contractor Name: **Stellar Behavioral Consulting, Ltd.**Address: **6130 W. Tropicana Ave Ste 145**City/State/Zip **Las Vegas, NV 89103**

Contact/Phone: 702-900-7698

Vendor No.: T27042308

NV Business ID: NV20181174644

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Nonmedical Provider**

5. Purpose of contract:

**This is a new contract to provide applied behavior analysis services statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 15:03:53 PM
Division Approval	Ideloach	06/25/2018 15:03:56 PM
Department Approval	Ideloach	06/25/2018 15:03:59 PM
Contract Manager Approval	rmille8	06/25/2018 15:06:35 PM
Budget Analyst Approval	nhovden	06/26/2018 15:07:27 PM
BOE Agenda Approval	nhovden	06/26/2018 15:07:29 PM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20226**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Stepping Stone Advocacy &amp; Job Support Corporation

Contractor Name: **Stepping Stone Advocacy & Job Support Corporation**Address: **4601 W. Sahara Ave. Ste S&T**City/State/Zip **Las Vegas, NV 89102**

Contact/Phone: Melanie Bittner 702-878-5969

Vendor No.: T81000108

NV Business ID: NV19911018688

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: 99SWC-S165

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$415,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

These are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DHHS - Provider Agreement  
DETR - Provider Agreement

Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/14/2018 15:32:59 PM
Division Approval	mstewa10	06/14/2018 15:33:01 PM
Department Approval	mstewa10	06/14/2018 15:33:04 PM
Contract Manager Approval	mstewa10	06/14/2018 15:33:06 PM
Budget Analyst Approval	aurruty	06/22/2018 17:28:47 PM
BOE Agenda Approval	lfree1	06/25/2018 08:36:35 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20361**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Sunshine Collins LLC**Contractor Name: **Sunshine Collins LLC**Address: **9163 W. Flamingo Rd, Suite 120**City/State/Zip: **Las Vegas, NV 89147**Contact/Phone: **Sunshine Collins 702-363-3332**Vendor No.: **T32005494**NV Business ID: **NV20171457457**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 13:56:34 PM
Division Approval	Ideloach	06/25/2018 13:56:38 PM
Department Approval	Ideloach	06/25/2018 13:56:40 PM
Contract Manager Approval	rmille8	06/25/2018 14:21:25 PM
Budget Analyst Approval	bwooldri	06/27/2018 08:48:48 AM
BOE Agenda Approval	lfree1	06/27/2018 11:59:58 AM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20309**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **TACITUS GROUP, LLC DBA A CARING PLACE RESIDENCE**Contractor Name: **TACITUS GROUP, LLC DBA A CARING PLACE RESIDENCE**Address: **2740 MENLO SQUARE DR. #B**City/State/Zip: **LAS VEGAS, NV 89101**Contact/Phone: **KELLY COFER 702/525-9873**Vendor No.: **T27038242**NV Business ID: **NV20141325286**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide housing services for mentally ill statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$8,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):



b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/20/2018 14:04:31 PM
Division Approval	mstewa10	06/20/2018 14:04:34 PM
Department Approval	mstewa10	06/20/2018 14:04:36 PM
Contract Manager Approval	mstewa10	06/20/2018 14:04:38 PM
Budget Analyst Approval	aurretty	06/26/2018 09:52:49 AM
BOE Agenda Approval	lfree1	06/26/2018 11:19:58 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20386**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>TEAM CARE PLUS, LLC</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>TEAM CARE PLUS, LLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>3160 SKY COUNTRY DR</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>RENO, NV 89503-6803</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775/690-3545</b>
		Vendor No.:	<b>T29011538</b>
		NV Business ID:	<b>NV20141360189</b>

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Nonmedical Provider**

5. Purpose of contract:

**This is a new contract to provide respite care services statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 15:04:54 PM
Division Approval	Ideloach	06/25/2018 15:05:00 PM
Department Approval	Ideloach	06/25/2018 15:05:04 PM
Contract Manager Approval	rmille8	06/25/2018 15:07:06 PM
Budget Analyst Approval	nhovden	06/26/2018 14:44:22 PM
BOE Agenda Approval	nhovden	06/26/2018 14:44:25 PM
BOE Final Approval	Pending	



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MEMORANDUM

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**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20172**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **THE CONTINUUM**Contractor Name: **THE CONTINUUM**Address: **3700 GRANT DR STE A**City/State/Zip: **RENO, NV 89509-7349**Contact/Phone: **Chris Werner 775/829-4700**Vendor No.: **T80977207**NV Business ID: **NV19921063635**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide physical, occupational and speech therapy services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	05/30/2018 15:02:13 PM
Division Approval	mstewa10	05/30/2018 15:02:15 PM
Department Approval	mstewa10	05/30/2018 15:02:17 PM
Contract Manager Approval	mstewa10	05/30/2018 15:02:20 PM
Budget Analyst Approval	aurretty	06/14/2018 16:43:17 PM
BOE Agenda Approval	lfree1	06/18/2018 13:18:43 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
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MEMORANDUM

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**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20183**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **THERAPY MANAGEMENT GROUP, LLC**Contractor Name: **THERAPY MANAGEMENT GROUP, LLC**Address: **6600 W CHARLESTON BLVD STE 111**City/State/Zip: **LAS VEGAS, NV 89146-1067**Contact/Phone: **Mark James 702/595-5437**Vendor No.: **T27023183**NV Business ID: **NV20031166309**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide pediatric therapy early intervention services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	05/30/2018 15:07:14 PM
Division Approval	mstewa10	05/30/2018 15:07:17 PM
Department Approval	mstewa10	05/30/2018 15:07:19 PM
Contract Manager Approval	mstewa10	05/30/2018 15:07:22 PM
Budget Analyst Approval	aurruty	06/14/2018 16:00:36 PM
BOE Agenda Approval	lfree1	06/18/2018 16:09:20 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
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MEMORANDUM

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**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

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Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20333**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>UNLIMITED CHOICES, LLC</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>UNLIMITED CHOICES, LLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>1320 FREEPORT BLVD STE 110</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>SPARKS, NV 89431-5941</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>JEN PERSHING-OSBORNE 775/843-2430</b>
		Vendor No.:	<b>T29001531</b>
		NV Business ID:	<b>NV20121082621</b>

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide supportive living services for developmentally disabled persons statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/22/2018 09:42:25 AM
Division Approval	mstewa10	06/22/2018 09:42:28 AM
Department Approval	mstewa10	06/22/2018 09:42:30 AM
Contract Manager Approval	mstewa10	06/22/2018 09:42:33 AM
Budget Analyst Approval	cbrekken	06/27/2018 08:16:55 AM
BOE Agenda Approval	lfree1	06/27/2018 11:52:57 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
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Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

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**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20231**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	United Cerebral Palsy of Nevada
Agency Code:	<b>MSA</b>	Contractor Name:	<b>United Cerebral Palsy of Nevada</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>740 Freeport Blvd. #101</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Sparks, NV 89431</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Monica Elsbrock 775-322-6555
		Vendor No.:	T80991075
		NV Business ID:	NV19501000183

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: 99SWC-S165 tb

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Job Development**

5. Purpose of contract:

**This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000,000.00**

Other basis for payment: As invoice by the Contractor and paid pursuant to an approved work order with a State agency

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The state does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

These are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DHHS - Provider Agreement  
DETR - Provider Agreement

Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/14/2018 15:34:08 PM
Division Approval	mstewa10	06/14/2018 15:34:10 PM
Department Approval	mstewa10	06/14/2018 15:34:13 PM
Contract Manager Approval	mstewa10	06/14/2018 15:34:16 PM
Budget Analyst Approval	aurruty	06/22/2018 17:15:42 PM
BOE Agenda Approval	lfree1	06/25/2018 08:49:41 AM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20375**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	VISION REHABILITATION SERVICES, INC.
Agency Code:	<b>MSA</b>	Contractor Name:	<b>VISION REHABILITATION SERVICES, INC.</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>INC</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>464 CHARLWOOD LN SPRING CREEK, NV 89815-5327</b>
If "No" please explain:	Not Applicable	Contact/Phone:	775/934-3246
		Vendor No.:	T29017691
		NV Business ID:	NV20081173609

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide orientation and mobility services to the blind and visually impaired statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 14:23:01 PM
Division Approval	Ideloach	06/25/2018 14:23:03 PM
Department Approval	Ideloach	06/25/2018 14:23:06 PM
Contract Manager Approval	rmille8	06/25/2018 14:44:51 PM
Budget Analyst Approval	nhovden	06/27/2018 09:20:57 AM
BOE Agenda Approval	nhovden	06/27/2018 09:21:00 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20370**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	<b>YOUR CHOICE HOME HEALTH CARE, LLC</b>
Agency Code:	<b>MSA</b>	Contractor Name:	<b>YOUR CHOICE HOME HEALTH CARE, LLC</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>1963 E PRATER WAY #101</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>SPARKS, NV 89434-8938</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775/636-6269</b>
		Vendor No.:	<b>T29038378</b>
		NV Business ID:	<b>NV20141164137</b>

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide home health care statewide. This contract replaces the previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$150,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	06/25/2018 14:12:48 PM
Division Approval	Ideloach	06/25/2018 14:12:50 PM
Department Approval	Ideloach	06/25/2018 14:12:54 PM
Contract Manager Approval	rmille8	06/25/2018 14:23:25 PM
Budget Analyst Approval	nhovden	06/26/2018 15:50:55 PM
BOE Agenda Approval	nhovden	06/26/2018 15:50:57 PM
BOE Final Approval	Pending	





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

**To:** Jim Wells, Director, Governor's Finance Office  
**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
**Subject:** Retroactive Memo

---

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20269**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ZUCKER & ASSOCIATES**Contractor Name: **ZUCKER & ASSOCIATES**Address: **9510 W SAHARA AVE STE 110**City/State/Zip: **LAS VEGAS, NV 89117-8804**Contact/Phone: **702/641-2422**Vendor No.: **T29036958**NV Business ID: **NV20151082178**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.**

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Medical Providers**

5. Purpose of contract:

**This is a new contract to provide psychology/mental health services statewide. This contract replaces a previous provider agreement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):



b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/20/2018 14:00:09 PM
Division Approval	mstewa10	06/20/2018 14:00:12 PM
Department Approval	mstewa10	06/20/2018 14:00:15 PM
Contract Manager Approval	mstewa10	06/20/2018 14:00:17 PM
Budget Analyst Approval	aurrutu	06/26/2018 09:57:41 AM
BOE Agenda Approval	lfree1	06/26/2018 11:16:27 AM
BOE Final Approval	Pending	



STATE OF NEVADA  
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MEMORANDUM

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**From:** Jeffrey Haag, Administrator State Purchasing  
**Date:** June 11, 2018  
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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag  
Administrator State Purchasing

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	012	GOVERNOR'S OFFICE - NUCLEAR PROJECTS OFFICE	DEPARTMENT OF PUBLIC SAFETY - NEVADA HIGHWAY PATROL	FEDERAL	\$30,000	
	Contract Description:	This is a new interlocal contract to provide planning and operations activities associated with shipments of transuranic waste from the Nevada National Security Site to New Mexico and from out-of-state locations passing through Nevada.				
		Term of Contract:	07/01/2018 - 06/30/2019	Contract # 20037		
2.	014	GOVERNOR'S OFFICE - OFFICE OF SCIENCE, INNOVATION AND TECHNOLOGY	ESTIPONA GROUP ADVERTISING & PUBLIC RELATIONS	GENERAL	\$38,000	
	Contract Description:	This is the third amendment to the original contract which provides ongoing website design of the Nevada STEM Hub website. This amendment extends the termination date from June 30, 2018 to June 30, 2019 and increases the maximum amount from \$83,045 to \$121,045 due to additional creative production, content production, project management, social media management and monitoring, and website management of STEMhub.nv.gov.				
		Term of Contract:	07/01/2016 - 06/30/2019	Contract # 17968		
3.	030	ATTORNEY GENERAL'S OFFICE - ADMINISTRATIVE BUDGET ACCOUNT	PACER SERVICE CENTER DBA US COURTS AO PACER SERVICE CENTER	OTHER: ATTORNEY GENERAL COST ALLOCATION PLAN	\$45,000	
	Contract Description:	This is a new interlocal contract to provide services for direct link access to online federal court documents.				
		Term of Contract:	07/01/2017 - 06/30/2021	Contract # 20168		
4.	030	ATTORNEY GENERAL'S OFFICE - VICTIMS OF DOMESTIC VIOLENCE	CITY OF CARSON CITY - CARSON CITY SHERIFF	FEE: REVENUE	\$10,000	
	Contract Description:	This is a new revenue interlocal contract to provide for the Victim Information and Notification System (VINE). The entities that utilize this system will cost share with the Office of the Attorney General.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20250		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
5.	040	SECRETARY OF STATE'S OFFICE	PLURALSIGHT, LLC	GENERAL	\$16,770	
	Contract Description:	This is a new contract to provide technical training services and course content to Information Technology staff.				
		Term of Contract:	05/25/2018 - 06/30/2019	Contract # 20157		
6.	040	SECRETARY OF STATE'S OFFICE	SUMMIT GROUP SOFTWARE, INC.	GENERAL	\$9,975	
	Contract Description:	This is the first amendment to the original contract which provides technical and functional remote support for the Microsoft Dynamics Great Plains system used as the accounting and business management software suite. This amendment extends the termination date from June 30, 2018 to June 30, 2019 and increases the maximum amount from \$9,975 to \$19,950 due to the continued need for these services.				
		Term of Contract:	03/23/2017 - 06/30/2019	Contract # 18474		
7.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	NEVADA LANDCARE USA, LLC DBA LANDCARE	OTHER: BUILDINGS AND GROUNDS BUILDING RENTAL INCOME REVENUE	\$28,044	
	Contract Description:	This is the first amendment to the original contract which provides sweeper service twice per month for the Grant Sawyer building parking lot areas and for various other state-owned buildings, as needed, throughout southern Nevada. This amendment extends the termination date from June 30, 2018, to June 30, 2021, and increases the maximum amount from \$15,000 to \$43,044 due to the continued need for this service.				
		Term of Contract:	06/06/2017 - 06/30/2021	Contract # 18825		
8.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	VARSAITY CONTRACTORS, INC.	OTHER: BUILDINGS AND GROUNDS BUILDING RENTAL INCOME REVENUE	\$11,000	
	Contract Description:	This is the second amendment to the original contract which provides janitorial services for the Department of Wildlife and the Department of Agriculture buildings in Las Vegas. This amendment extends the termination dates from May 31, 2018 to November 30, 2018 and increases the maximum amount from \$43,420.08 to \$54,420.08 to provide the Purchasing Division additional time to complete/implement a new competitive contracting process for janitorial contracts.				
		Term of Contract:	06/01/2014 - 11/30/2018	Contract # 15430		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
9.	240	DEPARTMENT OF VETERANS SERVICES - GENERAL VETERANS SERVICES-FEES - NON-EXEC	ARBORGLYPH, LTD	OTHER: VETERANS GIFT ACCOUNT	\$20,950	
	Contract Description:	This is a new contract to provide ongoing website maintenance and hosting services for the WordPress, eCommerce solution and the Patheon.io websites.				
		Term of Contract:	06/06/2018 - 07/09/2020	Contract # 20184		
10.	300	DEPARTMENT OF EDUCATION - CAREER AND TECHNICAL EDUCATION	THE SMITH CENTER FOR THE PERFORMING ARTS DBA THE SMITH CENTER	OTHER: PRIVATE NEW SKILLS FOR YOUTH GRANT	\$24,900	
	Contract Description:	This is a new contract to provide meeting room space for hosting the Governor's Education Workforce Summit.				
		Term of Contract:	06/13/2018 - 06/30/2018	Contract # 20195		
11.	331	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS - MUSEUMS AND HISTORY - NEVADA STATE MUSEUM, CARSON CITY	BUILDING CONTROL SERVICES, INC.	GENERAL 45% OTHER: LODGING TAX 55%	\$23,980	
	Contract Description:	This is a new contract to replace compressors in the heating, ventilation and air conditioning rooftop unit located on top of the north building of the Museum.				
		Term of Contract:	06/11/2018 - 08/31/2018	Contract # 20165		
12.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - SENIOR RX AND DISABILITY RX	HUMANA INSURANCE COMPANY	OTHER: HEALTHY NEVADA FUNDS	\$43,650	Exempt
	Contract Description:	This is a new contract to provide ongoing State Pharmaceutical Assistance Program, known as Senior Rx and Disability Rx, that subsidizes monthly premiums on behalf of eligible members who are enrolled in Medicare Part D prescription drug plans and Medicare Advantage plans with prescription drug benefits.				
		Term of Contract:	07/01/2018 - 12/31/2018	Contract # 20229		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
13.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - DESERT REGIONAL CENTER	ALLIANCE MENTAL HEALTH SPECIALISTS, PLLC	GENERAL 35% FEDERAL 65%	\$49,999	Sole Source
	Contract Description:	This is a new contract to provide ongoing psychiatric evaluations for people who exhibit severe maladaptive behavior and mental illness that requires psychotropic medication(s).				
		Term of Contract:	06/16/2018 - 09/30/2018	Contract # 20182		
14.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	AUTOMATED TEMPERATURE CONTROLS, INC.	GENERAL	\$11,591	Exempt
	Contract Description:	This is a new contract to provide ongoing, on-site service work to diagnose and review Zone Heating, Ventilation and Air Conditioning (HVAC) controls and train maintenance staff on the computer controlled HVAC system.				
		Term of Contract:	06/06/2018 - 04/30/2021	Contract # 19836		
15.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - FACILITY FOR THE MENTAL OFFENDER	TARA BOSWELL	GENERAL	\$18,000	
	Contract Description:	This is a new contract to provide ongoing psychology assistance services.				
		Term of Contract:	06/06/2018 - 09/30/2018	Contract # 20041		
16.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - ENERGY ASSISTANCE PROGRAM	COUNTY OF NYE - HEALTH AND HUMAN SERVICES	OTHER: UNIVERSAL ENERGY CHARGE 68% FEDERAL 32%	\$14,000	
	Contract Description:	This is a new interlocal agreement that continues ongoing services for intake sites to provide application assistance for home energy benefits to low income and senior populations.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 19879		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
17.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - JUVENILE JUSTICE SERVICES	GAY AND LESBIAN COMMUNITY CENTER OF SOUTHERN NEVADA, INC.	GENERAL 50% FEDERAL 50%	\$13,192	
	Contract Description:	This is a new contract to provide mandatory staff training on working with lesbian, gay, bisexual, transgender and questioning children pursuant to Assembly Bill 99, Section 43 of the 2017 Legislative Session.				
		Term of Contract:	05/31/2018 - 06/30/2019	Contract # 20084		
18.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - JUVENILE JUSTICE SERVICES	UNIVERSITY OF CINCINNATI SRS ACCOUNTING	GENERAL	\$20,250	
	Contract Description:	This is a new interlocal agreement to provide for the use of and end-user training on a validated service assessment tool pursuant to Assembly Bill 472 in the 2017 Legislative Session.				
		Term of Contract:	06/05/2018 - 05/31/2019	Contract # 20044		
19.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - CALIENTE YOUTH CENTER	CASHMAN EQUIPMENT COMPANY	GENERAL	\$24,443	
	Contract Description:	This is a new contract to provide for the repair and maintenance of the back-up generator utility transfer switch. Repairs are necessary to the coil motor as the utility side of the switch is burned, the wiring harness is damaged and the limit switches and inhibit switch contacts are damaged due to a leakage in the motor coil. This contract also includes ongoing maintenance to proactively find potential repair issues and keep the equipment running in top condition.				
		Term of Contract:	06/18/2018 - 06/30/2020	Contract # 20086		
20.	431	OFFICE OF THE MILITARY	EMCOR SERVICES DBA MESA ENERGY SYSTEMS	FEDERAL	\$41,688	
	Contract Description:	This is a new contract to provide plumbing services to remove and install water source heat pumps for the Carlin facility.				
		Term of Contract:	06/01/2018 - 12/31/2018	Contract # 20140		



# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
21.	431	OFFICE OF THE MILITARY	L&S ENERGY SERVICES, INC.	FEDERAL	\$26,072	Professional Service
	Contract Description:	This is a new contract to provide professional facility audit services for the Nevada National Guard North Las Vegas Readiness Center, Field Maintenance Shop 1, combined Support Maintenance Shop 2 and the Clark County Armory at the Floyd Edsall Training Center.				
		Term of Contract:	06/12/2018 - 05/31/2019	Contract # 20235		
22.	550	DEPARTMENT OF AGRICULTURE - LIVESTOCK INSPECTION	EWELL EDUCATIONAL SERVICES, INC.	FEE: BRAND INSPECTION AND RECORDING	\$11,169	Sole Source
	Contract Description:	This is the third amendment to the original contract which provides an automated brand inspection program, brand recording and livestock assessments system. This amendment increases the maximum amount from \$132,830.63 to \$144,000.00 due to an increase in brand recording fees.				
		Term of Contract:	08/12/2014 - 06/30/2019	Contract # 15360		
23.	550	DEPARTMENT OF AGRICULTURE - VETERINARY MEDICAL SERVICES	LIFE TECHNOLOGIES CORPORATION DBA INVITROGEN	GENERAL	\$11,441	
	Contract Description:	This is a new contract to provide ongoing preventative maintenance for the animal disease lab testing equipment.				
		Term of Contract:	04/01/2018 - 03/31/2020	Contract # 19954		
24.	550	DEPARTMENT OF AGRICULTURE - ADMINISTRATION	ALL SEASONS LAWN & LANDSCAPING	FEE: DEVICE TESTING 50% FEDERAL 50%	\$22,392	
	Contract Description:	This is a new contract to provide ongoing landscaping services for the headquarters and consumer equitability buildings in Sparks.				
		Term of Contract:	07/01/2016 - 06/30/2020	Contract # 18099		
25.	550	DEPARTMENT OF AGRICULTURE - ADMINISTRATION	JOSE M. CASTRO SERRANO DBA EXPRESS JANITORIAL	GENERAL	\$15,258	
	Contract Description:	This is the first amendment to the original contract which provides janitorial services for the headquarters and consumer equitability buildings in Sparks. This amendment extends the termination date from June 30, 2018 to October 31, 2018 and increases the maximum amount from \$84,620.00 to \$99,877.50 due to the continued need for these services.				
		Term of Contract:	02/01/2016 - 10/31/2018	Contract # 17755		
26.	611	GAMING CONTROL BOARD	JAMES F. EDWARDS	GENERAL	\$30,000	Professional Service
	Contract Description:	This is a new contract to provide services to conduct and oversee the Gaming Academy to instruct agents on casino play, casino protection, laws of arrest and internal controls.				
		Term of Contract:	05/30/2018 - 06/30/2021	Contract # 20028		



# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
27.	651	DEPARTMENT OF PUBLIC SAFETY - NEVADA HIGHWAY PATROL	VALLEY ENTERPRISES, INC.	HIGHWAY	\$18,576	
	Contract Description:	This is a new contract to provide ongoing janitorial services for the Mesquite office.				
		Term of Contract:	08/01/2018 - 07/31/2022	Contract # 20148		
28.	656	DEPARTMENT OF PUBLIC SAFETY - FIRE MARSHAL	DEPARTMENT OF ADMINISTRATION - HEARINGS AND APPEALS	GENERAL	\$20,000	
	Contract Description:	This is a new interlocal agreement to provide neutral, knowledgeable and experienced attorney Appeals Officers to conduct administrative hearings within 30 calendar days of receipt of any request by the State Fire Marshal.				
		Term of Contract:	06/12/2018 - 04/24/2022	Contract # 20209		
29.	702	DEPARTMENT OF WILDLIFE - OPERATIONS	EIDE BAILLY, LLP	FEE: APPLICATION	\$27,000	Professional Service
	Contract Description:	This is a new contract to provide an audit on hunt application, draw, bonus point, waiting periods and specialty hunt programs to validate the draw process.				
		Term of Contract:	06/06/2018 - 03/31/2019	Contract # 20159		
30.	702	DEPARTMENT OF WILDLIFE - OPERATIONS	VIDAL GAMARRA DBA VILU JANITORIAL SERVICE	FEE: SPORTSMEN	\$45,000	
	Contract Description:	This is a new contract to provide ongoing janitorial services for the Elko office.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20169		
31.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	MICHAEL D. GOWAN DBA CANYONS WEST GUIDE SERVICE, LLC	FEE: PREDATOR	\$19,600	
	Contract Description:	This is the second amendment to the original contract which provides mountain lion removal, collection of biological samples and a recording of all hunt route locations in the Snowstorm Mountains. This amendment increases the maximum amount from \$95,000 to \$114,600 due to the increased need for these services.				
		Term of Contract:	07/15/2016 - 06/30/2020	Contract # 17990		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
32.	702	DEPARTMENT OF WILDLIFE - HABITAT	BUCKHORN LAND AND LIVESTOCK, LLC	FEE: HABITAT CONSERVATION	\$10,000	
	Contract Description:	This is a new contract to provide noxious weed treatments in the Black Canyon, Winnemucca Valley and Dry Valley areas located in Washoe County.				
33.	702	DEPARTMENT OF WILDLIFE - HABITAT	PARADISE SONOMA CONSERVATION DISTRICT	FEE: HABITAT CONSERVATION	\$45,000	
	Contract Description:	This is a new interlocal agreement to provide wildlife habitat and ecological restoration services in the eastern part of Humboldt County.				
34.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS - FACILITY AND GROUNDS MAINTENANCE-NON-EXEC	THE DUBE GROUP, INC. DBA DUBE GROUP ARCHITECTURE	OTHER: STATE PARKS MAINTENANCE	\$23,650	
	Contract Description:	This is a new contract to provide professional design and construction management for implementation of the Red House Preservation Project, Phases 2 & 3.				
35.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - ADMINISTRATION	AM SMITH ELECTRIC, INC.	GENERAL 56% OTHER: CONSERVATION CAMP REVENUE 33% NURSERY REVENUE 11%	\$20,000	
	Contract Description:	This is a new contract to provide electrical repair services to the Division's facilities in Carson City, Minden, Winnemucca, Elko, Carlin and Wells on an as needed basis.				
36.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - ADMINISTRATION	DON M. LAZORKO CONSTRUCTION, INC. DBA DML CONSTRUCTION	GENERAL 50% OTHER: CONSERVATION CAMP REVENUE 37.5% NURSERY REVENUE 12.5%	\$45,000	
	Contract Description:	This is a new contract to provide general contractor services for the Division's facilities in Minden, Carson City and Winnemucca on an as needed basis.				
		Term of Contract:	06/14/2018 - 06/01/2022	Contract # 20143		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
37.	749	DEPARTMENT OF BUSINESS AND INDUSTRY - ATHLETIC COMMISSION	FRANK M. DEMARTINO	FEE: ATHLETIC COMMISSION GATE FEES 90% OTHER: TICKET SURCHARGE (AMATEUR PROGRAM) 10%	\$30,000	Exempt
	Contract Description:	This is a new contract to provide Inspector Services during Athletic Commission weigh-ins and events.				
		Term of Contract:	06/06/2018 - 04/30/2022	Contract # 20079		
38.	749	DEPARTMENT OF BUSINESS AND INDUSTRY - ATHLETIC COMMISSION	BRADLEY S. KOENIG, JR.	FEE: ATHLETIC COMMISSION GATE FEES 90% OTHER: TICKET SURCHARGE (AMATEUR PROGRAM) 10%	\$30,000	Exempt
	Contract Description:	This is a new contract to provide Inspector Services during Athletic Commission weigh-ins and events.				
		Term of Contract:	06/19/2018 – 04/30/2022	Contract # 20058		
39.	749	DEPARTMENT OF BUSINESS AND INDUSTRY - ATHLETIC COMMISSION	FRANCISCO J. SOTO	FEE: ATHLETIC COMMISSION GATE FEES 90% OTHER: TICKET SURCHARGE (AMATEUR PROGRAM) 10%	\$40,000	Exempt
	Contract Description:	This is a new contract to provide Chief Inspector Services during Athletic Commission weigh-ins and events.				
		Term of Contract:	07/01/2018 - 06/30/2020	Contract # 19984		
40.	810	DEPARTMENT OF MOTOR VEHICLES - FIELD SERVICES	SCOTT CHRISTOPHER KUHN DBA D&J'S CLEANING SERVICE	HIGHWAY	\$42,960	
	Contract Description:	This is a new contract to provide janitorial services for the Fallon facility.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20193		
41.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	RELIABLE PUMP, INC. DBA RELIABLE PUMP & MOTOR	OTHER: BUSINESS ENTERPRISES SET ASIDE	\$7,500	
	Contract Description:	This is the second amendment to the original contract which provides repair and maintenance services for the sewage pumps and associated equipment located at various southern Nevada Business Enterprise of Nevada sites, including the Hoover Dam. This amendment increases the maximum amount from \$17,500 to \$25,000 due to increased equipment repairs and replacements.				
		Term of Contract:	08/13/2014 - 09/30/2018	Contract # 15932		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
42.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - VOCATIONAL REHABILITATION	ABILITY CENTER, INC.	GENERAL 21.3% FEDERAL 78.7%	\$45,000	
	Contract Description:	This is a new contract to provide ongoing vehicle modification and conversion services for Vocational Rehabilitation clients. Modifications/conversions include: structural vehicle modifications; installation of mobility equipment, devices and high tech driving systems; adjustments to fit required equipment to specific needs; and equipment repair services as needed.				
	Term of Contract:	09/01/2018 - 08/31/2020	Contract # 20046			
43.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - VOCATIONAL REHABILITATION	BOARD OF REGENTS- NEVADA SYSTEM OF HIGHER EDUCATION OBO-UNIVERSITY OF NEVADA, RENO	GENERAL 21.3% FEDERAL 78.7%	\$48,400	
	Contract Description:	This is a new interlocal agreement which continues to provide softskills training to eligible clients of the Bureau of Vocational Rehabilitation and the Bureau of Services to the Blind and Visually Impaired to support their efforts in finding and maintaining a job.				
	Term of Contract:	06/18/2018 - 12/31/2018	Contract # 20220			
44.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - INFORMATION DEVELOPMENT AND PROCESSING	GEOGRAPHIC SOLUTIONS, INC.	FEDERAL	\$28,590	
	Contract Description:	This is the first amendment to the original contract which provides an automated reporting and management information system that includes hardware, software, implementation, maintenance and support to provide various self-service jobseeker and employer system modules for the Nevada workforce agency offices across the State. This amendment increases the maximum amount from \$3,393,464 to \$3,422,054 due to updates to the scope of work, added provisions of use of Federal Funds and payment milestones to include the SARA software agreement one-time implementation fee and annual agreement costs.				
	Term of Contract:	02/14/2017 - 08/30/2021	Contract # 18376			

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
45.	B005	LICENSING BOARDS AND COMMISSIONS - CHIROPRACTIC PHYSICIANS	THE ADVANTAGE GROUP	FEE: LICENSE	\$20,000	
		Contract Description:	This is a new contract for investigative services required by the Board.			
		Term of Contract:	06/11/2018 - 06/30/2019	Contract # 19983		
46.	B009	LICENSING BOARDS AND COMMISSIONS - FUNERAL AND CEMETERY SERVICES	NUMBERS, INC.	OTHER: LICENSE	\$33,800	Professional Service
		Contract Description:	This is a new contract to provide financial reporting, accounting and payroll services.			
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20244		

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20037**Agency Name: **NUCLEAR PROJECTS OFFICE**Agency Code: **012**Appropriation Unit: **1005-14**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Nevada Highway Patrol

Contractor Name: **Nevada Highway Patrol**Address: **555 Wright Way**City/State/Zip: **Carson City, NV 89701**

Contact/Phone: Roy Baughman 775-687-5300

Vendor No.:

NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: NHP-WGA-2018

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2019**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Waste Transport**

5. Purpose of contract:

**This is a new interlocal agreement to provide planning and operations activities associated with shipments of transuranic waste from the Nevada National Security Site to New Mexico and from out-of-state locations passing through Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00**

Other basis for payment: reimbursement of actual expenses upon submittal of invoice

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**US Department of Energy plans to transport transuranic waste through Nevada**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The Nevada Highway Patrol is a State agency**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Strolin, Joseph, Contractor Ph: 775-687-3744

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	shughe2	05/03/2018 10:59:05 AM
Division Approval	shughe2	05/03/2018 10:59:07 AM
Department Approval	shughe2	05/03/2018 10:59:10 AM
Contract Manager Approval	shughe2	05/03/2018 10:59:16 AM
Budget Analyst Approval	mtum1	06/01/2018 14:48:20 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **17968** Amendment Number: **3**

Agency Name: **OFFICE OF SCIENCE, INNOVATION AND TECHNOLOGY** Legal Entity Name: **ESTIPONA GROUP**

Agency Code: **014** Contractor Name: **ESTIPONA GROUP**

Appropriation Unit: **1003-10** Address: **PO BOX 10606**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89510**

If "No" please explain: Not Applicable Contact/Phone: **775-786-4445**

Vendor No.: **T29035435**

NV Business ID: **NV19951042070**

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	<b>100.00 %</b>	Fees	<b>0.00 %</b>
Federal Funds	<b>0.00 %</b>	Bonds	<b>0.00 %</b>
Highway Funds	<b>0.00 %</b>	Other funding	<b>.00 %</b>

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**Anticipated BOE meeting date **03/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2018**Contract term: **2 years and 364 days**4. Type of contract: **Contract**Contract description: **Website Design**

## 5. Purpose of contract:

**This is the third amendment to the original contract which provides ongoing website design of the Nevada STEM Hub website. This amendment extends the termination date from June 30, 2018 to June 30, 2019 and increases the maximum amount from \$83,045 to \$121,045 due to creative production, content production, project management, social media management and monitoring, and website management of STEMhub.nv.gov.**

## 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$13,045.00	\$13,045.00	\$13,045.00	Yes - Info
a. Amendment 1:	\$36,954.00	\$36,954.00	\$49,999.00	Yes - Info
b. Amendment 2:	\$33,046.00	\$33,046.00	\$83,045.00	Yes - Action
2. Amount of current amendment (#3):	\$38,000.00	\$38,000.00	\$38,000.00	Yes - Info
3. New maximum contract amount:	\$121,045.00			
and/or the termination date of the original contract has changed to:	06/30/2019			

**II. JUSTIFICATION**



7. What conditions require that this work be done?

Nevada faces a serious skills shortage in science, technology, engineering and math. This website will be professionally marketed to youth with targeted advertisements on social media as well as marketed more traditionally at school and in other ways targeting parents, teachers, counselors and others.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The state lacks the technical expertise in web development and programming, logo/brand development, and advertising to build the website as envisioned. Further, the marketing initiative begins in August 2016 and the state lacks the capacity to build the website before that date.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This company fits the states needs.

d. Last bid date: 05/01/2016 Anticipated re-bid date: 04/30/2017

10. Does the contract contain any IT components? Yes

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Office of Science, Innovation and Technology from 2017. Satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ddav12	01/26/2018 11:19:39 AM
Division Approval	ddav12	01/26/2018 11:19:44 AM

Department Approval	ddav12	01/26/2018 11:19:50 AM
Contract Manager Approval	ddav12	03/27/2018 08:38:54 AM
EITS Approval	lolso3	03/29/2018 10:25:27 AM
Budget Analyst Approval	sbrown	06/01/2018 11:59:35 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20168**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1030-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name:

PACER SERVICE CENTER

Contractor Name:

PACER SERVICE CENTER

Address:

US COURTS AO PACER SERV  
CENTER

PO BOX 71364

City/State/Zip

PHILADELPHIA, PA 19176-1364

Contact/Phone:

800/676-6856

Vendor No.:

T81017494B

NV Business ID:

Government entity

To what State Fiscal Year(s) will the contract be charged? **2018-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % AGCAP

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

3. Termination Date: **06/30/2021**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **Access court records**

5. Purpose of contract:

**This is a new interlocal agreement that continues ongoing services for direct link access to online Federal court documents.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Attorney General's Office needs access to all Federal court dockets and pleadings. The services provided by this vendor allow the attorney Genreal's officie to expeditiously retrieve these important documents.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This service is not offered by state employees or state agencies.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cschonl1	05/30/2018 09:57:41 AM
Division Approval	cschonl1	05/30/2018 09:57:44 AM
Department Approval	cschonl1	05/30/2018 09:57:46 AM
Contract Manager Approval	cschonl1	05/30/2018 09:57:49 AM
Budget Analyst Approval	hfield	06/05/2018 11:07:12 AM

ADAM PAUL LAXALT  
*Attorney General*



NICHOLAS A. TRUTANICH  
*Chief of Staff*

KETAN D. BHIRUD  
*General Counsel*

STATE OF NEVADA  
OFFICE OF THE ATTORNEY GENERAL  
100 North Carson Street  
Carson City, Nevada 89701

## MEMORANDUM

**Date:** May 30, 2018  
**To:** Heather Field, Executive Branch Budget Officer  
Governor's Finance Office  
**From:** Lesley Volkov, Management Analyst II  
**Subject:** Retroactive Approval for contract # 20168 for  
Pacer Service Center

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This agreement is retroactive due to the process of negotiating with Pacer Service Center was extensive and time consuming. They are an entity of the Judicial Branch of the United States government and cannot agree to be bound by the terms and conditions imposed by state or local governments. However, the terms of this interlocal agreement were agreed upon. Therefore, we are requesting that this contract be retroactive to July 1, 2017.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20250**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1042-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CARSON CITY, CITY OF**Contractor Name: **CARSON CITY, CITY OF**Address: **CARSON CITY SHERIFF****911 E MUSSER ST RM 262**City/State/Zip: **CARSON CITY, NV 89701-3706**Contact/Phone: **775/887-2500**Vendor No.: **T80990941R**NV Business ID: **Government entity**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Revenue from outside entities</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **08/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **VINE Systems**

5. Purpose of contract:

**This is a new Revenue Interlocal Contract to provide for the Victim Information and Notification System (VINE). The entities that will be using this system will cost share with the Office of the Attorney General to pay for the VINE services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

Payment for services will be made at the rate of \$2,500.00 per year

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Per NRS 178.4715 a victim may request the Administrator or the Administrator's designee to notify them of an offender's discharge, conditional release or escape from the custody of the Administrator. The VINE system has been implemented so that this notification is an automated process removing this task from the individual jurisdictions and creating a more expedient method of notification.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This is a revenue contract that does not require work to be done by State employees**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Debbie Tanaka, MAIV Ph: 775-684-1110

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cschonl1	06/13/2018 07:19:14 AM
Division Approval	cschonl1	06/13/2018 07:19:17 AM
Department Approval	cschonl1	06/13/2018 07:19:19 AM
Contract Manager Approval	cschonl1	06/13/2018 07:19:22 AM
Budget Analyst Approval	hfield	06/15/2018 14:50:30 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20157**Agency Name: **SECRETARY OF STATE'S OFFICE**Agency Code: **040**Appropriation Unit: **1050-26**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Pluralsight, LLC**Contractor Name: **Pluralsight, LLC**Address: **182 North Uion Ave**City/State/Zip: **Farmington, UT 84025**Contact/Phone: **Sarah Burns 916-749-5542**

Vendor No.:

NV Business ID: **NV20041137059**To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>100.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/25/2018**Anticipated BOE meeting date **06/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2019**Contract term: **1 year and 36 days**4. Type of contract: **Contract**Contract description: **Training Contract**

5. Purpose of contract:

**This is a new contract to provide technical training services and course content to IT staff.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,770.00**

Payment for services will be made at the rate of \$559.00 per license

**II. JUSTIFICATION**

7. What conditions require that this work be done?

In order to maintain the skills we need here in the IT division to address changes agency needs related to evolving business conditions, evolving cyber security threats and remaining current with the latest techniques and available tools, the IT Division needs to have access to continuing education on a wide variety of technical topics. Topics include Application Development languages and techniques, Project Management, Cyber Security, System Administration, Database Administration and industry standards for operations and continuous improvement programs such as ITIL and Six-Sigma.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees have neither the expertise or time to complete the work required.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):



Pluralsight  
LearnQuest  
Learn iT!  
Global Knowledge

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pluralsight offered the best combination of pricing per course and user and variety of course content we required.

d. Last bid date: 02/13/2018 Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	shudder	05/24/2018 09:26:56 AM
Division Approval	shudder	05/24/2018 09:27:00 AM
Department Approval	shudder	05/24/2018 09:27:05 AM
Contract Manager Approval	shudder	05/24/2018 09:27:12 AM
Budget Analyst Approval	laaron	05/25/2018 15:24:59 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **18474**Amendment Number: **1**Agency Name: **SECRETARY OF STATE'S OFFICE**Legal Entity Name: **Summit Group Software Inc**Agency Code: **040**Contractor Name: **Summit Group Software Inc**Appropriation Unit: **1050-26**Address: **5925 56TH STREET STE 3**Is budget authority available?: **Yes**City/State/Zip: **LINCOLN , NE 68516**If "No" please explain: **Not Applicable**Contact/Phone: **ERIN MARR 402-875-5741**Vendor No.: **T29033066**NV Business ID: **NV20131205825**To what State Fiscal Year(s) will the contract be charged? **2017-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/23/2017**Anticipated BOE meeting date **07/2019**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2018**Contract term: **2 years and 99 days**4. Type of contract: **Contract**Contract description: **Remote Support**

5. Purpose of contract:

**This is the first amendment to the original contract which provides technical and functional remote support for the Microsoft Dynamics Great Plains system used as the accounting and business management software suite. This amendment extends the termination date from June 30, 2018 to June 30, 2019 and increases the maximum amount from \$9,975 to \$19,950 due to the continued need for these services.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$9,975.00	\$9,975.00	\$9,975.00	No
2. Amount of current amendment (#1):	\$9,975.00	\$19,950.00	\$19,950.00	Yes - Info
3. New maximum contract amount:	\$19,950.00			
and/or the termination date of the original contract has changed to:	06/30/2019			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Microsoft Dynamics GP System will provide technical and functional remote support by a qualified individual with extensive knowledge specific to the implementation and configuration of the Secretary of State's need and the ability to provide remote support.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no agency or State employees who are specifically trained on Microsoft Dynamics Great Plains System used by the Secretary of State as the accounting and business management software.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	shudder	06/01/2018 10:19:30 AM
Division Approval	shudder	06/01/2018 10:19:34 AM
Department Approval	shudder	06/01/2018 10:19:39 AM
Contract Manager Approval	shudder	06/01/2018 10:19:43 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **18825**

Amendment Number: **1**

Legal Entity Name: **NEVADA LANDCARE USA, LLC DBA**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**

Contractor Name: **NEVADA LANDCARE USA, LLC DBA**

Agency Code: **082**

Address: **LANDCARE**

Appropriation Unit: **1349-12**

City/State/Zip: **3035 S. WESTWOOD DRIVE  
LAS VEGAS, NV 89109**

Is budget authority available?: **Yes**

Contact/Phone: **702-385-4590**

If "No" please explain: **Not Applicable**

Vendor No.: **T32003858A**

NV Business ID: **NV200001008059**

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	<b>100.00 % B&amp;G Building Rent Income Revenue</b>

Agency Reference #: **ASD 2510747**

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/06/2017**

Anticipated BOE meeting date **07/2018**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2018**

Contract term: **4 years and 25 days**

4. Type of contract: **Contract**

Contract description: **Sweeper service**

## 5. Purpose of contract:

**This is the first amendment to the original contract which provides sweeper service twice per month at the Grant Sawyer building parking lot areas and various state-owned buildings, as needed, throughout southern Nevada. This amendment extends the termination date from June 30, 2018, to June 30, 2021, and increases the maximum amount from \$15,000 to \$43,044 due to a continued need for this service.**

## 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$15,000.00	\$15,000.00	\$15,000.00	Yes - Info
2. Amount of current amendment (#1):	\$28,044.00	\$28,044.00	\$43,044.00	Yes - Info
3. New maximum contract amount:	\$43,044.00			
and/or the termination date of the original contract has changed to:	06/30/2021			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Keep property clean and free of debris.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

B&G does not have the equipment nor personnel to perform the task.

9. Were quotes or proposals solicited? Yes  
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor is currently the janitorial vendor for Grant Sawyer Bldg. and Landcare offers this service under their management services.

d. Last bid date: 04/01/2017 Anticipated re-bid date: 05/01/2017

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	05/29/2018 07:22:30 AM
Division Approval	ssands	05/29/2018 07:22:34 AM
Department Approval	ssands	05/29/2018 07:22:37 AM
Contract Manager Approval	ssands	05/29/2018 07:22:41 AM
Budget Analyst Approval	jrodrig	06/29/2018 11:17:06 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **15430**Amendment Number: **2**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Legal Entity Name: **VARSITY CONTRACTORS, INC.**Agency Code: **082**Contractor Name: **VARSITY CONTRACTORS, INC.**Appropriation Unit: **1349-12**Address: **2151 CENTURY WAY**Is budget authority available?: **Yes**City/State/Zip: **BOISE, ID 83715**

If "No" please explain: Not Applicable

Contact/Phone: **David Maldonado 800-624-5900**Vendor No.: **T29004070**NV Business ID: **NV19771003754**To what State Fiscal Year(s) will the contract be charged? **2014-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % B&amp;G Rent Income Revenue</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/01/2014**Anticipated BOE meeting date **06/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **05/31/2018**Contract term: **4 years and 183 days**4. Type of contract: **Contract**Contract description: **Janitorial Services**

5. Purpose of contract:

**This is the second amendment to the original contract which continues ongoing janitorial services for the Department of Wildlife and the Department of Agriculture building in Las Vegas. This amendment extends the termination dates from May 31, 2018, to November 30, 2018 and increase the maximum amount from \$43,420.08 to \$54,420.08 to cover the additional six months of services and allow the Purchasing Division sufficient time to complete the Division's new competitive contracting processes for janitorial service contracts.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$69,333.20	\$69,333.20	\$69,333.20	Yes - Action
a. Amendment 1:	-\$25,913.12	-\$25,913.12	-\$25,913.12	Yes - Info
2. Amount of current amendment (#2):	\$11,000.00	\$10,999.88	-\$14,913.12	Yes - Info
3. New maximum contract amount:	\$54,420.08			
and/or the termination date of the original contract has changed to:	11/30/2018			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

State buildings need to be cleaned.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of manpower and equipment.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor presented the lowest bid.

d. Last bid date: 02/18/2014

Anticipated re-bid date: 02/18/2018

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No

If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

May 2010 to May 2014 - Buildings and Grounds; Quality of Service - Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	05/15/2018 09:18:19 AM
Division Approval	ssands	05/15/2018 09:18:23 AM
Department Approval	ssands	05/15/2018 09:18:27 AM
Contract Manager Approval	ssands	05/18/2018 14:54:44 PM
Budget Analyst Approval	jrodrig9	06/29/2018 11:14:58 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20184**Agency Name: **DEPARTMENT OF VETERANS SERVICES**Agency Code: **240**Appropriation Unit: **2564-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ARBORGLYPH LTD**Contractor Name: **ARBORGLYPH LTD**Address: **1515 PLUMAS ST**City/State/Zip: **RENO, NV 89509-3318**Contact/Phone: **Mike Henderson, Owner 775/762-4058**Vendor No.: **T32005228**NV Business ID: **NV20161011649**To what State Fiscal Year(s) will the contract be charged? **2018-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Veterans Gift Account</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/06/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **07/09/2020**Contract term: **2 years and 34 days**4. Type of contract: **Contract**Contract description: **Website Maint/Host**

5. Purpose of contract:

**This is a new contract to provide ongoing website maintenance and hosting services for the Nevada Department of Veterans Services WordPress website, eCommerce solution and the Patheon.io monthly.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,950.00**

Payment for services will be made at the rate of \$800.00 per month

Other basis for payment: \$625.00 monthly maintenance retainer (5 hours minimum); \$175.00 current monthly rate for Pantheon.io Performance Managed WordPress hosting; and any additional hours incurred and billed at \$125.00/hour as needed and approved by NDVS. Payable upon approval of satisfactory completion of work and submission of invoice.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This will allow for the maintenance and hosting of the Agency website.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The Agency does not have the manpower available to perform these services.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

CivicConnect  
Argentum Partners  
The Abbi Agency  
Arborglyph, LTD

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Vendor had fair price for services and was able to include web hosting resulting in additional saving to the agency.

d. Last bid date: 05/30/2018 Anticipated re-bid date: 03/31/2020

10. Does the contract contain any IT components? Yes

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor currently performing eCommerce update to website.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	05/31/2018 10:30:45 AM
Division Approval	agarland	05/31/2018 10:30:48 AM
Department Approval	agarland	05/31/2018 10:30:52 AM
Contract Manager Approval	agarland	05/31/2018 10:30:57 AM
EITS Approval	lolso3	05/31/2018 16:47:19 PM
Budget Analyst Approval	bmacke1	06/06/2018 09:27:01 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20195**Agency Name: **NDE - DEPARTMENT OF EDUCATION**Agency Code: **300**Appropriation Unit: **2676-50**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **SMITH CENTER FOR THE PERF**Contractor Name: **SMITH CENTER FOR THE PERF**Address: **ARTS, THE DBA THE SMITH CENTER  
361 SYMPHONY PARK**City/State/Zip: **LAS VEGAS, NV 89106-1409**Contact/Phone: **Harrison Harvey 702/749-2378**Vendor No.: **T29006424**NV Business ID: **NV19961141409**To what State Fiscal Year(s) will the contract be charged? **2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Private New Skills for Youth Grant</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/13/2018**Anticipated BOE meeting date **06/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2018**Contract term: **17 days**4. Type of contract: **Contract**Contract description: **Meeting Room Space**

5. Purpose of contract:

**This is a new contract to provide meeting room space for hosting the Governor's Education Workforce Summit.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,900.00**

Other basis for payment: \$8,500 due upon receipt of preliminary invoice with \$16,400 due upon receipt of invoice at completion of services

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The New Skills for Youth (NSFY) Grant requires that the Department of Education host and showcase the progress of achieving the objectives of the NSFY work with an emphasis on raising awareness of accomplishments to date as well as to build commitment and sustainability for the work among regional and statewide cross-sector stakeholders and to provide an opportunity for the Council of Chief State School Officers communications team and the NSFY evaluation team to document this shared progress.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not have the resources nor the capacity to host and facilitate such an event.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Springs Reserve  
Clark County Government Center  
Smith Center

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The cost is all inclusive; including facilities, audio-visual equipment, parking, and staff as well as being centrally located to accommodate a large audience and large event.

d. Last bid date: 03/28/2018 Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vostin	06/05/2018 12:31:44 PM
Division Approval	amccalla	06/06/2018 06:37:13 AM
Department Approval	amccalla	06/06/2018 06:37:16 AM
Contract Manager Approval	amccalla	06/06/2018 06:37:19 AM
Budget Analyst Approval	cbrekken	06/13/2018 13:22:48 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20165**

Agency Name:	<b>DTCA - MUSEUMS AND HISTORY DIVISION</b>	Legal Entity Name:	<b>BUILDING CONTROL SERVICES INC</b>
Agency Code:	<b>331</b>	Contractor Name:	<b>BUILDING CONTROL SERVICES INC</b>
Appropriation Unit:	<b>2940-07</b>	Address:	<b>4750 LONGLEY LN STE 102</b>
Is budget authority available?:	<b>No</b>	City/State/Zip	<b>RENO, NV 89502-5981</b>
If "No" please explain: A corresponding work program (C43508) has been submitted to transfer the additional authority needed for this contract.		Contact/Phone:	<b>775/826-8998</b>
		Vendor No.:	<b>PUR0005209</b>
		NV Business ID:	<b>NV20161538859</b>

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>45.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	<b>X</b> Other funding	<b>55.00 % Lodging Tax</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/11/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **08/31/2018**Contract term: **81 days**4. Type of contract: **Contract**Contract description: **NSM HVAC Repair**

5. Purpose of contract:

**This is a new contract to provide service to replace HVAC compressors in the HVAC rooftop unit located on top of the north building of the Nevada State Museum located at 600 N. Carson Street, Carson City.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,980.00**

Payment for services will be made at the rate of \$23,980.00 per null

Other basis for payment: upon satisfactory completion of the repair.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Three compressor's in the Nevada State Museum's HVAC system have failed and need to be replaced. Lack of a properly functioning HVAC system could potentially harm historical artifacts and could force temporary closure for the health and safety of museum staff and visitors.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The agency does not have positions approved for the maintenance and repair of HVAC equipment. These positions require certified skills and knowledge.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Ropers Heating and Air Conditioning  
Building Control Services  
Anderson Heating and Air Conditioning

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The vendor has experience with the current system and has performed repairs to the system for previous problems that have occurred.

d. Last bid date: 05/23/2018 Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Rich Parker, Facilities Maintenance Supervisor Ph: 7756874810

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cedlefse	05/31/2018 15:14:46 PM
Division Approval	cedlefse	05/31/2018 15:14:49 PM
Department Approval	amathies	06/05/2018 13:24:58 PM
Contract Manager Approval	cedlefse	06/05/2018 14:32:22 PM
Budget Analyst Approval	laaron	06/11/2018 13:10:07 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20229**

Agency Name:	<b>DHHS - AGING AND DISABILITY SERVICES DIVISION</b>	Legal Entity Name:	<b>HUMANA INSURANCE COMPANY</b>
Agency Code:	<b>402</b>	Contractor Name:	<b>HUMANA INSURANCE COMPANY</b>
Appropriation Unit:	<b>3156-16</b>	Address:	<b>PO BOX 533</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>CAROL STREAM, IL 60132-5333</b>
If "No" please explain:	<b>Not Applicable</b>	Contact/Phone:	<b>Ruth Setzer 502/476-0867</b>
		Vendor No.:	<b>T27015590A</b>
		NV Business ID:	<b>NV19861013648</b>

To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Healthy Nevada Funds</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2018**Contract term: **183 days**4. Type of contract: **Contract**Contract description: **SRxDRx Part-D Prescr**

5. Purpose of contract:

**This is a new contract to provide ongoing State Pharmaceutical Assistance Program, known as Senior Rx and Disability Rx, that subsidizes monthly premiums on behalf of eligible members who are enrolled in Medicare Part D prescription drug plans and Medicare Advantage plans with prescription drug benefits.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$43,650.00**

Other basis for payment: As per Attachment AA

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Starting January 1, 2006, the Federal Medicare Part D plan went into effect. Nevada's Senior Rx and Disability Rx members must use Medicare Part D as their first resource for prescription drugs.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are not authorized to perform the needed services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The State must contract with all prescription drug plans Federally authorized to offer Part D benefits in Nevada. (Section 1860D-23 (b)(2) of Social Security Act)

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**Yes** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

\$ .90 (90 cents) per member - Administrative Fee

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbowma1	06/08/2018 13:01:57 PM
Division Approval	dbowma1	06/08/2018 13:02:01 PM
Department Approval	vmilazz1	06/11/2018 14:33:21 PM
Contract Manager Approval	ltuttl1	06/11/2018 17:00:28 PM
Budget Analyst Approval	bwooldri	06/13/2018 09:21:55 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20182**Agency Name: **DHHS - AGING AND DISABILITY SERVICES DIVISION**Agency Code: **402**Appropriation Unit: **3279-08**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **ALLIANCE MENTAL HEALTH SPECIALISTS**Contractor Name: **ALLIANCE MENTAL HEALTH SPECIALISTS**Address: **4270 S. DECATUR BLVD., STE. B6**City/State/Zip: **LAS VEGAS, NV 89103**Contact/Phone: **Faisal A. Suba, MD 702/485-2100**Vendor No.: **T27041655**NV Business ID: **NV20161218835**To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>35.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>65.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/16/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **09/30/2018**Contract term: **106 days**4. Type of contract: **Contract**Contract description: **Psychiatric Services**

5. Purpose of contract:

**This is a new contract to provide ongoing psychiatric evaluations, for people who exhibit severe maladaptive behavior and mental illness that requires psychotropic medication(s).**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,999.00**Other basis for payment: **\$220 per clinical hour up to 150 clinical hours per term of contract****II. JUSTIFICATION**

7. What conditions require that this work be done?

Per the Code of Federal Regulations Title 42, Chapter 4, Part 483.45 Specialized Rehabilitative Services: (a) Provision of Services. If specialized rehabilitative services such as, but not limited to, physical therapy, speech language pathology, occupational therapy, and mental health rehabilitative service for mental illness and mental retardation are required in the resident's comprehensive plan of care, the facility must (1) provide for the required services; or (2) obtain the required services from an outside resource (in accordance with 483.75(h) of this part) from a provider of specialized rehabilitative services. (b) Qualifications. Specialized rehabilitative services must be provided under the written order of a physician by qualified personnel.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not have the expertise to perform these services.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 180506**

**Approval Date: 05/18/2018**

c. Why was this contractor chosen in preference to other?

Psychiatric services for DRC's ICF/ID are not easily competitively bid due to the specialized needs for intellectual disabilities of the population served. UNLV SOM is terminating its current contract with ADSD as of 6/15/18 and does not have another psychiatric replacement. This group was highly recommended by the outgoing provider and outgoing psychiatrist. Emergent contract, solicitation waiver granted due to this agency able to meet the requirements to perform services for DRC-ICF/ID.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR (901) as of 8/2017 per DAWN.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mlewi7	05/31/2018 10:48:22 AM
Division Approval	vmilazz1	06/01/2018 08:53:32 AM
Department Approval	vmilazz1	06/01/2018 08:53:34 AM
Contract Manager Approval	ltuttl1	06/01/2018 14:05:22 PM
Budget Analyst Approval	bwooldri	06/04/2018 14:06:23 PM

State of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Patrick Cates  
Director

Jeffrey Haag  
Administrator

Purchasing Use Only:

Approval#: 180506

## SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

**ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

1a	<b>Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:</b>		
	State Agency: <i>Desert Regional Center</i>		
	Contact Name and Title	Phone Number	Email Address
	<i>Darrel Hansen, ASO III</i>	<i>702-486-6333</i>	<i>dlhansen@nadsd.nv.gov</i>
	<i>Lisa Tuttle, Contract Manager</i>	<i>775-687-0532</i>	<i>ltuttle@nadsd.nv.gov</i>

1b	<b>Vendor Information:</b>	
	Identify Vendor:	<i>Alliance Mental Health Specialists</i>
	Contact Name:	<i>Faisal Suba, MD</i>
	Address:	<i>4270 S Decatur Blvd., Ste. B6, Las Vegas, NV 89103</i>
	Telephone Number:	<i>(845) 659-6317</i>
	Email Address:	<i>subamd@gmail.com</i>

1c	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	
	Professional Service Exemption:	<i>x</i>

1d	<b>Contract Information:</b>			
	Is this a new Contract?	Yes	<i>x</i>	No
	Amendment:	#		
	CETS:	#		

1e	<b>Term:</b>			
	One (1) Time Purchase:			
	Contract: <i>x</i>	Start Date: <i>June 16, 2018</i>	End Date: <i>October 31, 2018</i>	

1f	<b>Funding:</b>	
	State Appropriated:	<i>35%</i>
	Federal Funds:	<i>65%</i>
	Grant Funds:	
	Other (Explain):	

1g	<b>Total Estimated Value of this Service Contract, Amendment or Purchase:</b>
	<i>\$49,999.99</i>

2	<p>Provide a description of work/services to be performed or commodity/good to be purchased:</p> <p>Psychiatric services for Desert Regional Center (DRC). These services include the oversight and monitoring of the psychiatric health of all individuals; provide psychiatric evaluations for people who exhibit maladaptive behavior and mental illness that requires psychotropic medication(s); provide professional consultation to physicians and nursing services; participate in the development of applicable policies and procedures; and attend meetings as needed for administrative and clinical issues.</p>
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3	<p>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</p> <p>Per the Code of Federal Regulations Title 42, Chapter 4, Part 483.45 Specialized Rehabilitative Services: (a) Provision of Services. If specialized rehabilitative services such as, but not limited to, physical therapy, speech language pathology, occupational therapy, and mental health rehabilitative service for mental illness and mental retardation are required in the resident's comprehensive plan of care, the facility must (1) provide for the required services; or (2) obtain the required services from an outside resource (in accordance with 483.75(h) of this part) from a provider of specialized rehabilitative services. (b) Qualifications. Specialized rehabilitative services must be provided under the written order of a physician by qualified personnel.</p>
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4	<p>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</p> <p>Psychiatric Services for DRC's ICF/ID are not easily competitively bid because of the specialized needs of the population served.</p> <p>DRC's current Psychiatric Services provider is no longer able to provide a psychiatrist and has submitted a written termination of contract letter to be effective June 15, 2018. The suggested vendor has numerous psychiatrists within its practice who are able to provide services specializing in intellectual disabilities to the population served at DRC.</p>
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5	<p>Were alternative services or commodities evaluated? Check One. Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/></p>
	<p>a. If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</p> <p>ADSD has considered MHHM; however, the time period in which to find a psychiatrist specializing in intellectual disabilities may not allow under our time constraints.</p> <p>Alliance Mental Health Specialists is currently in the process of applying for both the Medical &amp; Related Services RFQ and the Behavioral and Community Based and Related Services RFQ. However, due to the need for these services by June 16, 2018, we are requesting an emergent contract from June 16, 2018 to <del>October 31, 2018</del> until their contract through State Purchasing is completed and approved. <u>Sept 31, 2018</u></p> <p>The Psychiatric Group comes highly recommended by DRC's outgoing provider and outgoing psychiatrist. DRC's Director of Nursing stated that the suggested vendor has the experience needed to work with the population served at DRC and that the vendor has staff available as back up to the psychiatrist who would be assigned to DRC.</p>
	<p>b. If not, why were alternatives not evaluated?</p>

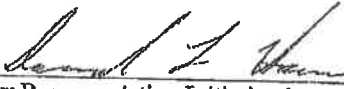
6	Has the agency purchased this service or commodity in the past? Check One. <i>Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany this request.</i>				Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i>							
	Term Start and End Dates		Value	Short Description	Type of Procurement (RFP#, RFQ#, Waiver #)			
	7/1/17	6/15/18	\$258,000.00	Psychiatric Services	Intrastate Interlocal Agreement			
	8/1/15	7/1/17	\$129,000.00	Psychiatric Services	Intrastate Interlocal Agreement			
	7/1/13	7/31/15	\$130,000.00	Psychiatric Services	Intrastate Interlocal Agreement			
	8/15/11	6/30/13	\$130,000.00	Psychiatric Services	Intrastate Interlocal Agreement			
	7/1/09	6/30/11	\$130,000.00	Psychiatric Services	Intrastate Interlocal Agreement			

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<i>The potential consequences to DRC's residents should the waiver be denied would be the lack of oversight of psychiatric services to the facility and the inability to renew vital psychotropic medication(s). This would be detrimental to the residents and the agency as the agency would be in violation of the Code of Federal Regulations for Specialized Rehabilitative Services (Title 42, Chapter 4, Part 483.45). Fiscally, the amount of Federal funding that would be lost will be detrimental to the operations of the agency.</i>

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	<i>Due to the unique requirements of DRC's residents, it has been difficult in years past to find psychiatrists outside of the University/teaching school system willing to perform the duties required on a continual basis. The fees charged by the suggested vendor have been determined to be fair and reasonable by the Administrative Services Officer and the Director of Nursing.</i>

9	Will this purchase obligate the State to this vendor for future purchases? <i>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</i>	Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

  
Agency Representative Initiating Request

Dairel L. Hansen  
Print Name of Agency Representative Initiating Request

05/16/18  
Date

Maria Valerio  
Signature of Agency Head Authorizing Request

Maria Valerio  
Print Name of Agency Head Authorizing Request

5/16/18  
Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.

\_\_\_\_\_  
Name of agency or entity who provided information or review;

\_\_\_\_\_  
Representative Providing Review

\_\_\_\_\_  
Print Name of Representative Providing Review

\_\_\_\_\_  
Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

  
Administrator, Purchasing Division or Designee

5-18-2018  
Date

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **19836**Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**Agency Code: **406**Appropriation Unit: **3162-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Automated Temperature Controls

Contractor Name: **Automated Temperature Controls**Address: **8535 Double R Blvd.,**City/State/Zip: **Reno, NV 89511-2270**

Contact/Phone: Jon Huber 775-826-7700

Vendor No.: PUR0003825

NV Business ID: NV19871039226

To what State Fiscal Year(s) will the contract be charged? **2018-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C16482

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/06/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **04/30/2021**Contract term: **2 years and 329 days**4. Type of contract: **Contract**Contract description: **Zone HVAC Controls**

5. Purpose of contract:

**This is a new contract to provide ongoing on-site service work to diagnose and review Zone HVAC controls and train maintenance staff on computer controlled HVAC system.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,590.88**

Payment for services will be made at the rate of \$3,750.00 per Year

Other basis for payment: annual increase of 3%

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Computer controlled HVAC systems must be properly operated and maintained for the health and safety of clients, staff and visitors.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not have the expertise, equipment or tools to perform this type of work.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

ASSC  
Automated Temperature Controls  
Gardner Mechanical Services

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to an informal solicitation and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 05/31/2018 Anticipated re-bid date: 01/15/2021

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Greg Holcomb, Fac Sup III Ph: 775-688-2125

Mark Elliott, Fac Sup II Ph: 775-688-1900\*234

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	05/24/2018 14:15:18 PM
Division Approval	rmorse	06/05/2018 07:45:12 AM
Department Approval	vmilazz1	06/05/2018 12:43:43 PM
Contract Manager Approval	dohl0	06/05/2018 16:18:04 PM
Budget Analyst Approval	afrantz	06/06/2018 10:33:21 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20041**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	Boswell, Tara
Agency Code:	<b>406</b>	Contractor Name:	<b>Boswell, Tara</b>
Appropriation Unit:	<b>3645-08</b>	Address:	<b>45 California Ave., Apt 6</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Reno, NV 89509</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Tara Boswell 602-502-0161
		Vendor No.:	T32005294
		NV Business ID:	NV20171360719

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C16527

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/06/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **09/30/2018**Contract term: **116 days**4. Type of contract: **Contract**Contract description: **Psychology services**

5. Purpose of contract:

**This is a new contract to provide ongoing psychology assistance services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,000.00**

Payment for services will be made at the rate of \$35.00 per hour

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Lake's Crossing Center has experienced significant growth with additional demands on client evaluations, group or individual therapies, and prepare intake summaries, etc.; that required by the court orders. Enable to meet those demands, a person with psychology assistance skills/experience is needed.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the expertise or experience to perform this type of work.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Camille Douglas  
Tara Boswell  
Rebecca Holczer

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to an informal solicitation and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 05/03/2018 Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor with DPBH since 8/17 - satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

Tom Durante, Agency Director Ph: 775-688-1900\*233

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	06/04/2018 07:32:56 AM
Division Approval	rmorse	06/04/2018 07:33:00 AM
Department Approval	vmilazz1	06/04/2018 11:10:16 AM
Contract Manager Approval	rmorse	06/04/2018 15:53:04 PM
Budget Analyst Approval	afrantz	06/06/2018 09:54:44 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **19879**Agency Name: **DHHS - WELFARE AND SUPPORTIVE SERVICES**Agency Code: **407**Appropriation Unit: **4862-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NYE COUNTY HEALTH AND HUMAN SERVICES**Contractor Name: **NYE COUNTY HEALTH AND HUMAN SERVICES**Address: **PO BOX 926**City/State/Zip: **TONOPAH, NV 89049**Contact/Phone: **775/482-8125**Vendor No.: **T80044560S**NV Business ID: **GOV'T ENTITY**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>32.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>68.00 % Universal Energy Charge</b>

Agency Reference #: **407**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **EAP Intake Site**

5. Purpose of contract:

**This is a new interlocal agreement that continues ongoing services for intake sites to provide application assistance for home energy benefits to low income and senior populations.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,000.00**

Payment for services will be made at the rate of \$10.00 per completed application

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Funding through the Low Income Home Energy Assistance Program block grant allows for increased program access for applicants by collaboration with various entities to assist with the EAP application completion process.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**These various public and non-profit vendors assist with the EAP application process, which significantly decreases processing time by state employees.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with DWSS and providing satisfactory service.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Betsy Ransdell, SSPS III, Eligibility and Payments Ph: (775) 684-0552

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dsorensen	04/06/2018 13:55:24 PM
Division Approval	bberry	06/01/2018 11:49:56 AM
Department Approval	vmilazz1	06/04/2018 16:15:20 PM
Contract Manager Approval	mpomerle	06/05/2018 16:46:31 PM
Budget Analyst Approval	nhovden	06/07/2018 13:15:13 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20084**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **1383-13**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name:

GAY AND LESBIAN COMMUNITY CENTER OF SOUTHERN NEVADA

Contractor Name:

GAY AND LESBIAN COMMUNITY CENTER OF SOUTHERN NEVADA, INC.

Address:

CENTER OF SOUTHERN NEVADA INC  
401 S MARYLAND PKWY

City/State/Zip

LAS VEGAS, NV 89101-7206

Contact/Phone:

702-733-9800

Vendor No.:

T29034736

NV Business ID:

NV19931068731

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>50.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>50.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/31/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2019**Contract term: **1 year and 30 days**4. Type of contract: **Contract**Contract description: **Staff Training**

5. Purpose of contract:

**This is a new contract to provide mandatory staff training on working with lesbian, gay, bisexual, transgender and questioning children pursuant to Assembly Bill 99, Section 43 of the 2017 Legislative Session.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,192.00**

Other basis for payment: Payable upon receipt of an approved invoice.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Compliance with AB99, specifically, to provide correctional facility staff with required training regarding lesbian, gay, bisexual, transgender and questioning children.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Training subject is specialized. Trainers are specifically trained to deliver LGBTQ curriculum. Their curriculum is proprietary.**

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

PFLAG  
Trevor Project  
The Center

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Only vendor to respond.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**Yes** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

8.9%

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**No** b. If "No", please explain:

**Name also known as The Center.**

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

Jennifer Simeo, Program Contract Mgr Ph: 775-687-2276

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bdahlber	05/18/2018 12:20:39 PM
Division Approval	knielsen	05/18/2018 12:52:08 PM
Department Approval	vmilazz1	05/25/2018 16:32:54 PM
Contract Manager Approval	knielsen	05/29/2018 14:29:20 PM
Budget Analyst Approval	nhovden	05/31/2018 15:11:59 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20044**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **1383-19**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **UNIVERSITY OF CINCINNATI**Contractor Name: **UNIVERSITY OF CINCINNATI**Address: **SRS ACCOUNTING  
PO BOX 932641**City/State/Zip: **CLEVELAND, OH 44193-0014**Contact/Phone: **513/556-4809**Vendor No.: **T29024907C**NV Business ID: **Government Entity**To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **409**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/05/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **05/31/2019**Contract term: **360 days**4. Type of contract: **Interlocal Agreement**Contract description: **Assessment Tool**

5. Purpose of contract:

**This is a new interlocal agreement to provide the use of and end-user training on a validated service assessment tool pursuant to Assembly Bill 472 in the 2017 Legislative Session.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,250.00**

Payment for services will be made at the rate of \$20,250.00 per as expenses are billed

Other basis for payment: Salaries, travel, supplies, overhead

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**AB 472 requires the members of the commission to conduct annual quality assurance reviews of each state facility for the detention of children and each regional facility for the treatment and rehabilitation of children. The Bill requires the use of a validated service assessment tool. The Bill also requires the Commission members to receive training on the use of the validated service assessment tool.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The State does not currently maintain a validated service assessment tool as required and outlined in AB 472.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Contracting with a Governmental Entity

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	knielsen	05/17/2018 17:57:22 PM
Division Approval	knielsen	05/17/2018 18:23:18 PM
Department Approval	vmilazz1	05/31/2018 12:21:25 PM
Contract Manager Approval	knielsen	06/01/2018 14:34:22 PM
Budget Analyst Approval	nhovden	06/05/2018 09:53:02 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20086**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3179-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CASHMAN EQUIPMENT COMPANY**Contractor Name: **CASHMAN EQUIPMENT COMPANY**Address: **PO BOX 843397**City/State/Zip: **LOS ANGELES, CA 90084-3397**Contact/Phone: **Jeff Hayek 702-388-4606**Vendor No.: **PUR0000249C**NV Business ID: **NV19601000406**To what State Fiscal Year(s) will the contract be charged? **2018-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/18/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **2 years and 13 days**4. Type of contract: **Contract**Contract description: **Generator repair**

5. Purpose of contract:

**This is a new contract to provide repair and maintenance of the back-up generator utility transfer switch. Repairs are necessary to the coil motor as the utility side of the switch is burned, the wiring harness is damaged and the limit switches and inhibit switch contacts are damaged due to a leakage in the motor coil. This contract also includes ongoing maintenance to proactively find potential repair issues and keep the equipment running in top condition.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,442.62**

Other basis for payment: Generator Equipment Repair \$11,462.62. Scheduled Quarterly Maintenance \$12,980.00 (Four service calls per year at \$1,622.50 per call)

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Caliente Youth Center is a 24 hour, secure residential youth detention facility. The back-up generator is an integral part of our utility operation. City power fluctuations and lightning strikes have been major factors in the use of the back-up generator. The back-up generator is used several times a year in our remote, rural location.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Current maintenance staff does not have the specialty equipment necessary to provide the technical specifications.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Cashman Equipment Co.  
W.W. Williams Equipment  
Gen-Tech (24/7)

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Other vendors declined to bid.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The vendor has contracted with the Division in 2016 and in 2017 and the work performed was deemed satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

Bruce Burgess, Superintendent Ph: 775-725-8206

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dander16	05/21/2018 09:24:58 AM
Division Approval	mgalli	06/15/2018 12:07:17 PM
Department Approval	vmilazz1	06/17/2018 15:40:43 PM
Contract Manager Approval	knielsen	06/18/2018 09:29:04 AM
Budget Analyst Approval	nhovden	06/18/2018 12:08:31 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20140**

Agency Name: <b>ADJUTANT GENERAL &amp; NATIONAL GUARD</b>	Legal Entity Name: <b>EMCOR SERVICES DBA</b>
Agency Code: <b>431</b>	Contractor Name: <b>EMCOR SERVICES DBA</b>
Appropriation Unit: <b>3650-10</b>	Address: <b>MESA ENERGY SYSTEMS</b>
Is budget authority available?: <b>Yes</b>	<b>155 Glendale Ave., Ste. 13</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>Sparks, NV 89431</b>
	Contact/Phone: <b>Scott Cooper 775-358-0132</b>
	Vendor No.: <b>T27027115A</b>
	NV Business ID: <b>NV20071287110</b>

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2018**Contract term: **213 days**4. Type of contract: **Contract**Contract description: **Heat Pump Install**

5. Purpose of contract:

**This is a new contract which provides plumbing services to remove and install water source heat pumps for the Nevada National Guard facility in Carlin.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$41,688.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**Failure of the current equipment that requires replacement.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not have the equipment or expertise to do this type of work.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**This was one of the two vendors that responded with the lowest bid and provided all of the required information requested.**

d. Last bid date: 04/18/2018 Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	twollan1	05/25/2018 14:39:46 PM
Division Approval	twollan1	05/25/2018 14:39:48 PM
Department Approval	twollan1	05/25/2018 14:39:52 PM
Contract Manager Approval	twollan1	05/25/2018 14:39:54 PM
Budget Analyst Approval	jrodrig9	06/01/2018 15:01:46 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20235**

Agency Name:	<b>ADJUTANT GENERAL &amp; NATIONAL GUARD</b>	Legal Entity Name:	<b>L&amp;S Energy Services, Inc.</b>
Agency Code:	<b>431</b>	Contractor Name:	<b>L&amp;S Energy Services, Inc.</b>
Appropriation Unit:	<b>3650-16</b>	Address:	<b>35 Via Paradiso St.</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Henderson, NV 89011</b>
If "No" please explain:	<b>Not Applicable</b>	Contact/Phone:	<b>D. Landsberg 702-280-5742</b>
		Vendor No.:	<b>T27042279</b>
		NV Business ID:	<b>NV20141443420</b>

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/12/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **05/31/2019**Contract term: **353 days**4. Type of contract: **Contract**Contract description: **Energy Savings Audit**

5. Purpose of contract:

**This is a new contract to provide professional facility audit services for the Nevada National Guard North Las Vegas Readiness Center, Field Maintenance Shop 1, combined Support Maintenance Shop 2, and the Clark County Armory at the Floyd Edsall Training Center.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$26,072.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**In accordance with federal requirements, professional audit services are needed to analyze the infrastructure of the maintenance shops located at the Floyd Edsall Training Center in Las Vegas and provide practical recommendations for energy savings initiatives.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Agency personnel do not possess the necessary skills and certifications to perform specified work.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Per NAC 333.150, vendor has requisite skills and certifications to perform the professional American Society of Heating and Air-Conditioning Engineers (ASHRAE) Level 2 audit.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	twollan1	06/11/2018 11:13:51 AM
Division Approval	twollan1	06/11/2018 11:13:54 AM
Department Approval	twollan1	06/11/2018 11:13:58 AM
Contract Manager Approval	twollan1	06/11/2018 11:14:02 AM
Budget Analyst Approval	jrodrig9	06/12/2018 14:02:01 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **15360**Amendment Number: **3**Agency Name: **DEPARTMENT OF AGRICULTURE**Legal Entity Name: **EWELL EDUCATIONAL SERVICES INC**Agency Code: **550**Contractor Name: **EWELL EDUCATIONAL SERVICES INC**Appropriation Unit: **4546-04**Address: **PO BOX 15924**Is budget authority available?: **Yes**City/State/Zip: **COLLEGE STATION, TX 77841-5125**

If "No" please explain: Not Applicable

Contact/Phone: **Russell Ewell 979/446-0865**Vendor No.: **T27033933A**NV Business ID: **NV20141454399**To what State Fiscal Year(s) will the contract be charged? **2015-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % brand inspection and recording</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/12/2014**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2019**Contract term: **4 years and 323 days**4. Type of contract: **Contract**Contract description: **Brand Automation**

5. Purpose of contract:

**This is the third amendment to the original contract which provides an automated brand inspection program, brand recording, and livestock assessments system. This amendment increases the maximum amount from \$132,830.63 to \$144,000.00 due to the increase in brand recording fees.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$80,000.00	\$80,000.00	\$80,000.00	Yes - Action
a. Amendment 1:	\$22,013.38	\$22,013.38	\$22,013.38	Yes - Info
b. Amendment 2:	\$30,817.25	\$30,817.63	\$52,830.63	Yes - Action
2. Amount of current amendment (#3):	\$11,169.37	\$11,170.00	\$11,170.00	Yes - Info
3. New maximum contract amount:	\$144,000.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The project will streamline and modernize the entire process using a relational database with program and fiscal reporting and data mining capabilities. The system will increase efficiency, reduce errors, and will improve the ability to trace the history and health of animals. Brand certificates can be printed on-site and immediate non-cash payment can be received and verified.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The employees of the Dept. of Agriculture do not have the programming skill to create this database, nor maintain it in a cost-efficient manner.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

- a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

- b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: #95**

**Approval Date: 05/18/2016**

- c. Why was this contractor chosen in preference to other?

Lowest cost, web-based and expandable into other budget accounts. Others systems could not meet program requirements without major modification and could not be expanded into other areas.

- d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

- c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

Budget Account Approval

melli2

05/21/2018 11:28:46 AM



Division Approval	melli2	05/21/2018 11:28:58 AM
Department Approval	melli2	05/21/2018 11:29:04 AM
Contract Manager Approval	melli2	05/21/2018 11:29:09 AM
EITS Approval	lolso3	05/21/2018 13:26:04 PM
Budget Analyst Approval	mtum1	06/18/2018 17:50:55 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **19954**Agency Name: **DEPARTMENT OF AGRICULTURE**Agency Code: **550**Appropriation Unit: **4550-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **LIFE TECHNOLOGIES CORPORATION**Contractor Name: **LIFE TECHNOLOGIES CORPORATION**Address: **DBA INVITROGEN  
12088 COLLECTIONS CENTER DR  
CHICAGO, IL 60693**City/State/Zip: **CHICAGO, IL 60693**Contact/Phone: **760/603-6433**Vendor No.: **T27004070A**NV Business ID: **NV20101583781**To what State Fiscal Year(s) will the contract be charged? **2018-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**An amendment to a previous contract with this vendor was not able to be processed prior to the termination date on 3/31/2018. A new retroactive contract, beginning April 1, 2018, is required to ensure there is no lapse in the coverage for the lab equipment. No invoices have been presented for payment.**

3. Termination Date: **03/31/2020**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Animal lab equipment**

5. Purpose of contract:

**This is a new contract to provide ongoing preventative maintenance for the animal disease lab testing equipment.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,440.96**

Payment for services will be made at the rate of \$5,720.48 per year

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The 7500 Fast PCR equipment (275015489) requires periodic maintenance to maintain calibration for use in the Animal Disease Lab, which tests for verification of numerous disease that impact livestock.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not have the necessary skills, tools or experience to maintain the equipment for certification purposes.**

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor is the manufacturer of the equipment and our preventative maintenance contract requires all work be done by a factory technician. Per the Purchasing Administrator, a solicitation waiver is not required for ongoing or continued licensing, maintenance and/or support for a system already purchased/installed and in use by the State.

d. Last bid date: 03/31/2018 Anticipated re-bid date: 02/29/2020

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	melli2	05/16/2018 15:38:01 PM
Division Approval	melli2	05/16/2018 15:38:07 PM
Department Approval	melli2	05/16/2018 15:38:11 PM
Contract Manager Approval	melli2	05/16/2018 15:38:18 PM
Budget Analyst Approval	mtum1	06/07/2018 17:00:56 PM

BRIAN SANDOVAL  
Governor

STATE OF NEVADA

JAMES R. BARBEE  
Director



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2300 E. St. Louis Ave.  
Las Vegas NV 89104-4211  
(702) 668-4590  
Fax (702) 668-4567

Elko Office:  
4780 E. Idaho Street  
Elko NV 89801-4672  
(775) 738-8076  
Fax (775) 738-2639

**DEPARTMENT OF AGRICULTURE**

405 South 21<sup>st</sup> Street  
Sparks, Nevada 89431-5557  
Telephone (775) 353-3601 Fax (775) 353-3661  
Website: <http://www.agri.nv.gov>

May 9, 2018

This is a memo to retroactively approve the Nevada Department of Agriculture's (NDA) contracts #19954 with Life Technologies Corporation. This company is providing the NDA preventative maintenance services on our Animal Disease Lab Testing Equipment.

The amended contract was sent to the DAG at the end of March 2018 but did not arrive at the clerk of the Board until April 2018. A new contract has been requested and it needs to be retroactive back to April 1, 2018. No invoices have been presented for payment.

Thank you,

A handwritten signature in blue ink that reads "Debra Crowley".

Debra Crowley  
Fiscal Administrator

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **18099**Agency Name: **DEPARTMENT OF AGRICULTURE**Agency Code: **550**Appropriation Unit: **4554-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ALL SEASONS LAWN & LANDSCAPING**Contractor Name: **ALL SEASONS LAWN & LANDSCAPING**Address: **PO BOX 41358**City/State/Zip: **RENO, NV 89504-5358**Contact/Phone: **Krista George 775/329-1531**Vendor No.: **T27035006A**NV Business ID: **NV20051076362**To what State Fiscal Year(s) will the contract be charged? **2017-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>50.00 %</b>	<b>Device Testing</b>
<b>X</b> Federal Funds	<b>50.00 %</b>		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

The contract manager for the Department was transitioned into a new position and this contract was not followed up on correctly. An informal solicitation was completed.

3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **All Seasons Lawn**

5. Purpose of contract:

This is a new contract to provide ongoing landscaping services for the Department of Agriculture's Headquarters and Consumer Equitability buildings in Sparks.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,392.00**

Payment for services will be made at the rate of \$464.00 per month

Other basis for payment: \$464 for first 24 months - \$469 for second 24 months

**II. JUSTIFICATION**

7. What conditions require that this work be done?

In order to maintain the landscape on property surrounding the Department of Agriculture's headquarter building in Sparks.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The area that must be cleaned and maintained is too large for the existing building maintenance staff to perform. Other state employees are better employed performing their job functions instead of pulling weeds, raking, sweep, edging, etc

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

RENO GREEN LANDSCAPING  
SIGNATURE LANDSCAPING  
ALL SEASONS LAWN AND LANDSCAPING

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

All Seasons Lawn and Landscaping submitted a proposal to complete all necessary services at the most reasonable price. The other two vendors declined to submit written quotes.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Current vendor: services very satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bbel1	10/18/2017 14:17:58 PM
Division Approval	bbel1	12/01/2017 08:28:01 AM
Department Approval	bbel1	12/01/2017 08:28:04 AM
Contract Manager Approval	bbel1	05/15/2018 13:42:17 PM
Budget Analyst Approval	mtum1	06/13/2018 16:04:16 PM

BRIAN SANDOVAL  
Governor

STATE OF NEVADA

JAMES R. BARBEE  
Director

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**DEPARTMENT OF AGRICULTURE**

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4780 E. Idaho Street  
Elko NV 89801-4672  
(775) 738-8076  
Fax (775) 738-2639

May 15, 2018

This is a request to retroactively approve the Nevada Departments of Agriculture's (NDA) contract with All Seasons Lawns & Landscaping. All Seasons Lawns & Landscaping provides the Department of Agriculture with necessary routine landscaping maintenance of the Sparks Headquarters (HQ) which encompasses large parking lots and several buildings. The public comes to the Sparks HQ multiple times each day and having the landscaping around the grounds appear professionally maintained is necessary.

Due to recent unforeseen and very impactful departures of members from the departments fiscal management team the ability to prepare, administer, negotiate and finalize this contract has required more time than initially anticipated. This has created a need for All Seasons Lawns & Landscaping, the vendor previously contracted with, to continue ongoing maintenance of the grounds.

Thank you,

Debra Crowley  
Acting Fiscal Administrator

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17755**Amendment  
Number: **1**Legal Entity  
Name: **Express Janitorial**Agency Name: **DEPARTMENT OF AGRICULTURE**Contractor Name: **Express Janitorial**  
Address: **1901 Silverada Boulevard**Agency Code: **550**Appropriation Unit: **4554-04**Is budget authority  
available?: **Yes**City/State/Zip **Reno, NV 89512**

If "No" please explain: Not Applicable

Contact/Phone: **Jose Castro Serrano 775-337-2322**Vendor No.: **T27039163**NV Business ID: **NV20151602240**To what State Fiscal Year(s) will the contract be charged? **2016-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of  
Examiner's approval? **No** or b. other effective date **02/01/2016**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved  
Termination Date: **06/30/2018**Contract term: **2 years and 272 days**4. Type of contract: **Contract**Contract description: **Janitorial Services**

5. Purpose of contract:

**This is the first amendment to the original contract which provides janitorial services to the Sparks headquarters and consumer equitability buildings. This amendment extends the termination date from June 30, 2018 to October 31, 2018 and increases the maximum amount from \$84,620.00 to \$99,877.50 due to the continued need for these services.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$84,620.00	\$84,620.00	\$84,620.00	Yes - Action
2. Amount of current amendment (#1):	\$15,257.50	\$15,257.50	\$15,257.50	Yes - Info
3. New maximum contract amount:	\$99,877.50			
and/or the termination date of the original contract has changed to:	10/31/2018			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Sparks headquarters and consumer equitability offices must be maintained to a minimum standard of cleanliness.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:



State does not employ full time janitorial staff for this location.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Enterprise Janitorial  
FAAD Janitorial  
Express Janitorial

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The selected vendor was the only one who responded to the request and will complete the necessary services.

d. Last bid date: 01/01/2016 Anticipated re-bid date: 07/01/2018

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	melli2	06/07/2018 14:49:51 PM
Division Approval	melli2	06/07/2018 14:49:54 PM
Department Approval	melli2	06/07/2018 14:49:57 PM
Contract Manager Approval	melli2	06/07/2018 14:50:02 PM
Budget Analyst Approval	mtum1	06/07/2018 15:30:14 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20028**Agency Name: **GCB - GAMING CONTROL BOARD**Agency Code: **611**Appropriation Unit: **4061-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **James Edwards**Contractor Name: **James Edwards**Address: **13180 Thomas Creek Rd**City/State/Zip: **Reno, NV 89511**Contact/Phone: **775-851-3572**Vendor No.: **T27025295**NV Business ID: **NV20101332278**To what State Fiscal Year(s) will the contract be charged? **2018-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/30/2018**Anticipated BOE meeting date **06/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2021**Contract term: **3 years and 32 days**4. Type of contract: **Contract**Contract description: **Training Services**

5. Purpose of contract:

**This is a new contract to provide services to conduct and oversee the Gaming Academy to instruct agents on casino play, casino protection, laws of arrest, and internal controls.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00**

Payment for services will be made at the rate of \$0.00 per hour

Other basis for payment: Consideration to be paid 100% of travel costs incurred upon approved invoices; including pre-approved reimbursement for hotel rates over the GSA rate during CES convention in Las Vegas

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**James Edwards conducts the Gaming Control Board's Gaming Academy, which trains new agents in methods to protect casino games. This requires expertise in casino games and regulatory oversight of casinos.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The work requires specialized expertise and training in knowledge of casino games, law enforcement procedures with the ability to demonstrate cheating techniques.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Price, knowledge, expertise

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

NGCB - July 2014 to June 2018

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

Christina Macis, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cmacis	05/01/2018 14:00:05 PM
Division Approval	cmacis	05/01/2018 14:00:08 PM
Department Approval	cmacis	05/01/2018 14:00:12 PM
Contract Manager Approval	cmacis	05/01/2018 14:00:14 PM
Budget Analyst Approval	laaron	05/30/2018 13:34:39 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20148**Agency Name: **DPS-HIGHWAY PATROL**Agency Code: **651**Appropriation Unit: **4713-04**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **VALLEY ENTERPRISES, INC.**Contractor Name: **VALLEY ENTERPRISES, INC.**Address: **PO BOX 214**City/State/Zip: **LOGANDALE, NV 89201-0214**Contact/Phone: **Dorothy Adams 702-398-3666**Vendor No.: **T81104717**NV Business ID: **NV20001517863**To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
<b>X Highway Funds</b>	<b>100.00 %</b>	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **07/31/2022**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Janitorial Services**

5. Purpose of contract:

**This is a new contract to provide ongoing janitorial services for the Nevada Highway Patrol office in Mesquite.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,576.00**

Payment for services will be made at the rate of \$387.00 per month

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**State facilities must be cleaned and maintained.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**There are no State employees who provide this service.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Spade Office Cleaners  
ServiceMaster  
Creative Cleaning LLC  
CitiClean Services  
Valley Enterprises

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Lowest cost

d. Last bid date: 05/01/2018 Anticipated re-bid date: 09/01/2021

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The vendor is currently under contract with DPS and services have been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bmarti8	05/24/2018 13:41:25 PM
Division Approval	jdibasil	05/24/2018 14:35:24 PM
Department Approval	mcar2	05/24/2018 14:44:27 PM
Contract Manager Approval	mcar2	05/24/2018 14:44:30 PM
Budget Analyst Approval	jrodrig9	06/01/2018 15:37:37 PM

State of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Patrick Cates  
Director

Jeffrey Haag  
Administrator

**Purchasing Use Only:**

Approval#: 180509

## SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

**ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

1a	<b>Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:</b>		
	State Agency: <i>Nevada Gaming Control Board</i>		
	Contact Name and Title	Phone Number	Email Address
	<i>Christina Macis</i>	<i>775-684-7792</i>	<i>cmacis@gcb.nv.gov</i>

1b	<b>Vendor Information:</b>	
	Identify Vendor:	<i>James Edwards</i>
	Contact Name:	<i>James Edwards</i>
	Address:	<i>13180 Thomas Creek Rd, Reno NV 89511</i>
	Telephone Number:	<i>775-851-3572</i>
	Email Address:	<i>guckey@sbcglobal.net</i>

1c	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	
	Professional Service Exemption:	<i>X</i>

1d	<b>Contract Information:</b>			
	Is this a new Contract?	Yes	<i>X</i>	No
	Amendment:	#		
	CETS:	#		

1e	<b>Term:</b>			
	One (1) Time Purchase:			
	Contract:	Start Date:	<i>7/1/2018</i>	End Date:

1f	<b>Funding:</b>	
	State Appropriated:	<i>100%</i>
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	

1g	<b>Total Estimated Value of this Service Contract, Amendment or Purchase:</b>
	<i>\$ 30,000.00</i>

2	<p><b>Provide a description of work/services to be performed or commodity/good to be purchased:</b></p> <p><i>Oversight and instruction of the Gaming Academy (Academy) for Gaming Control Board (Board) Enforcement Agents, tribal gaming representatives, and local and federal law enforcement officers. The Academy is a required course of all newly hired Board Enforcement Division officers to teach various casino game operations and cheating methods.</i></p>
---	---

3	<p><b>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</b></p> <p><i>An expert level of knowledge and experience in the play of casino games, casino game protection, laws of arrest, internal controls, and the ability to teach all of those topics to a very diverse group of students.</i></p>
---	---

4	<p><b>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</b></p> <p><i>The required level of experience in all topic areas is extremely unique. This vendor developed the course, has taught it for over 10 years, and has agreed to continue to instruct it at no cost except reimbursement of travel expenses.</i></p>
---	---

5	<p><b>Were alternative services or commodities evaluated? Check One.</b>      Yes: <input type="checkbox"/>      No: <input checked="" type="checkbox"/></p>	
	<p>a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i></p>	
	<p>b. <i>If not, why were alternatives not evaluated?</i></p> <p><i>The vendor is qualified, has been teaching the course for over 10 years, and will teach it for free (except for reimbursement of travel costs). The Board doubts it will be able to find another vendor who will teach the class for free. Further, the Board has a very specific course content, therefore, retaining a different vendor would come at significant cost to the Board in time and resources to pay the vendor and to train the trainer.</i></p>	

6	<p><b>Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers <u>MUST</u> accompany this request.</b></p>			Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
	<p>a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i></p>					
	Term		Value	Short Description	Type of Procurement (RFP#, RFQ#, Waiver #)	
	Start and End Dates					
	7/1/14	6/30/18	\$35,000.00	Academy Instructor	Waiver	
			\$			
		\$				
		\$				

			\$		
--	--	--	----	--	--

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<i>The Board would suffer significant cost increase for the service, for which the Board does not currently have budget. The Board may not be able to offer the Academy without such funding. Also, the Academy may be delayed to allow time to train the trainer. This would result in certain Board employees not being sufficiently trained causing inadequate regulatory oversight of the state's casinos, and to possible corruption of casino games.</i>

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	<i>There are trainers who could learn and teach the Board-developed curriculum; however, it is unlikely that another vendor would provide the service for free. Charging only travel expenses is more than fair and reasonable.</i>

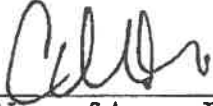
9	Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u>	Yes:		No:	X
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				



By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

Christina Maus

Agency Representative Initiating Request

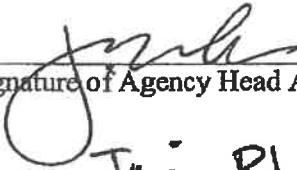


Print Name of Agency Representative Initiating Request

4/18/18

Date

Signature of Agency Head Authorizing Request



4/18/18

Print Name of Agency Head Authorizing Request

4/18/18

Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.

Name of agency or entity who provided information or review:

Representative Providing Review

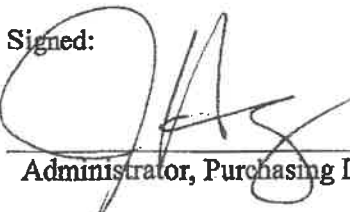
Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:



Administrator, Purchasing Division or Designee

5-24-2018

Date

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20209**Agency Name: **DPS-FIRE MARSHAL**Agency Code: **656**Appropriation Unit: **3816-12**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **Department of Administration Hearings and Appeals Office**Contractor Name: **Department of Administration Hearings and Appeals Office**Address: **2200 S. Rancho Drive Suite 22**City/State/Zip: **Las Vegas, NV 89102**Contact/Phone: **702-486-2527**

Vendor No.:

NV Business ID: **exempt**To what State Fiscal Year(s) will the contract be charged? **2018-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **656**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/12/2018**Anticipated BOE meeting date **07/2018**Retroactive? **Yes**

If "Yes", please explain

**This contract is retroactive due to the immediate need for hearings for backlogged investigation appeals.**3. Termination Date: **04/24/2022**Contract term: **3 years and 317 days**4. Type of contract: **Interlocal Agreement**Contract description: **Appeals Officers**

5. Purpose of contract:

**This is a new Interlocal Agreement with the Division for Administrative Hearings to provide neutral, knowledgeable and experienced attorney Appeals Officers and conduct administrative hearings withing 30 calendar days of receipt of any request by the State Fire Marshal.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Payment for services will be made at the rate of \$100.00 per hour for attorney

Other basis for payment: \$50.00 per hour for clerical staffApr

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The State of Nevada, Department of Public Safety, State Fire Marshal Division, through chapter 477.943 of Nevada Administrative Code may conduct administrative hearings based on investigations on violations of chapter 477 of NRS, deceptive trade practices as set forth in chapter 598 of NRS and other pertinent criminal and civil violations set forth in NRS. Pursuant to an investigation, the Division may issue a notification of alleged violations to the person(s) under investigation. A person under investigation who has been issued a notification of alleged violations may appear at the administrative hearing to be presided over by a hearings officer and defend against the alleged violations.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Experiences attorney appeals officers are needed to provide these services.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nkephart	06/06/2018 13:18:22 PM
Division Approval	nkephart	06/06/2018 13:18:24 PM
Department Approval	mcar2	06/06/2018 14:50:06 PM
Contract Manager Approval	mcar2	06/08/2018 08:22:28 AM
Budget Analyst Approval	jrodrig9	06/12/2018 13:42:07 PM

**Brian Sandoval**  
Governor




**James M. Wright**  
Director

**Director's Office**  
555 Wright Way  
Carson City, Nevada 89711-0525  
Telephone (775) 684-4808 • Fax (775) 684-4809

## Memorandum

**DATE:** June 4, 2018  
**TO:** James Wells, Director, Governor's Finance Office  
**THRU:** Jim Rodriguez, Budget Analyst, Governor's Finance Office  
**FROM:** Melissa Carr, Administrative Services Officer  
**SUBJECT:** Retroactive Contract



Attached is a Intrastate Interlocal between the Department of Public Safety and Department of Administration, Hearings and Appeals Office, for which the Department is requesting retroactive approval.

Per NAC 477, the Nevada State Fire Marshal's is to conduct administrative hearings based on investigations of alleged violations of NAC 477. The Nevada State Fire Marshal currently has 7 hearings that need to be conducted, which necessitated immediate scheduling of the Hearing officers through the Hearings and Appeals Office. The Nevada State Fire Marshal is entering into a 4 year term so that a retroactive Intrastate Interlocal can be avoided in the future.

Your consideration in approval of this Intrastate Interlocal is greatly appreciated. If you have questions or if I can be of assistance in any way, please contact me at 775-684-4593. Thank you.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20159**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4461-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **EIDE BAILLY LLP**Contractor Name: **EIDE BAILLY LLP**Address: **5441 KIETZKE LANE SUITE 150**City/State/Zip: **RENO, NV 89511**Contact/Phone: **775/686-3208**Vendor No.: **T29026023B**NV Business ID: **NV20001000409**To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % **X** Fees **100.00 % Application Fees**

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 18-72

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/06/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **03/31/2019**Contract term: **298 days**4. Type of contract: **Contract**Contract description: **Draw Audit**

5. Purpose of contract:

**This is a new contract to provide a draw audit on hunt application, draw, bonus point, waiting periods, and specialty hunt programs to validate the department's draw process.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$27,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**Due to a change in our wildlife hunt system, the agency is verifying that the new system is working properly and fairly.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**This work needs to be done with credible external auditors who are experts in auditing, have the knowledge and the experience to review such processes.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLP

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Chet Van Dellen, Division Administrator Ph: 775-688-1565

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	05/24/2018 12:39:52 PM
Division Approval	tdoucett	05/24/2018 16:53:21 PM
Department Approval	eobrien	05/31/2018 16:26:19 PM
Contract Manager Approval	nroble1	05/31/2018 16:43:27 PM
Budget Analyst Approval	cpalme2	06/06/2018 15:28:17 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20169**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4461-10**Is budget authority available? **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **VIDAL GAMARRA DBA VILU JANITORIAL**Contractor Name: **VIDAL GAMARRA DBA VILU JANITORIAL**Address: **891 OUDERKIRK STREET**City/State/Zip: **ELKO, NV 89801-4242**Contact/Phone: **775/388-1864**Vendor No.: **T27035335**NV Business ID: **NV20141409060**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Sportsmen Revenue</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **18-67**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Elko Janitorial**

5. Purpose of contract:

**This is a new contract to provide ongoing janitorial services for the department's Elko office.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**

Other basis for payment: \$900.00/month for cleaning service and \$74.00/visit to shampoo carpets 3 times a year

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Janitorial services needed at the department's Elko office.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**There is not a Buildings and Grounds office to provide janitorial services in Elko.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Vilu Janitorial Service  
 Superior Janitorial Service Inc  
 Clarity Window Cleaning and Janitorial Services

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Lowest qualified bidding vendor and vendor currently provides excellent work.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

Natalie Pannunzio, Administrative Assistant IV Ph: 775-777-2318

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	05/30/2018 09:19:24 AM
Division Approval	tdoucett	06/04/2018 10:49:36 AM
Department Approval	eobrien	06/04/2018 15:25:01 PM
Contract Manager Approval	nroble1	06/04/2018 16:53:27 PM
Budget Analyst Approval	cmurph3	06/19/2018 11:26:50 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17990**Amendment Number: **2**Agency Name: **DEPARTMENT OF WILDLIFE**Legal Entity Name: **CANYONS WEST GUIDE SERVICE LLC**Agency Code: **702**Contractor Name: **CANYONS WEST GUIDE SERVICE LLC**Appropriation Unit: **4464-12**Address: **827 ASHBURN DRIVE**Is budget authority available?: **Yes**City/State/Zip: **SPRING CREEK, NV 89815-5431**

If "No" please explain: Not Applicable

Contact/Phone: **775/934-2557**Vendor No.: **T32004051**NV Business ID: **NV20151057902**To what State Fiscal Year(s) will the contract be charged? **2017-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Predator Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **17-01**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/15/2016**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2020**Contract term: **3 years and 351 days**4. Type of contract: **Contract**Contract description: **Snowstorm Mtns**

5. Purpose of contract:

**This is the second amendment to the original contract which provides mountain lion removal, collection of biological samples and a recording of all hunt route locations in the Snowstorm Mountains. This amendment increases the maximum amount from \$95,000 to \$114,600 due to the continued need for these services.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$24,300.00	\$24,300.00	\$24,300.00	Yes - Info
a. Amendment 1:	\$70,700.00	\$70,700.00	\$95,000.00	Yes - Action
2. Amount of current amendment (#2):	\$19,600.00	\$19,600.00	\$19,600.00	Yes - Info
3. New maximum contract amount:	\$114,600.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

To remove mountain lions, collecting biological samples, and recording all hunt routes and important locations on a handheld GPS unit.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Wildlife does not have the needed equipment.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Canyons West Guide Service, LLC  
Brian Jansen, Phd.  
Humboldt Wildlife

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Vendor was chosen due to their qualifications for mountain lion removal.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor worked for NDOW and has satisfactory service.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	05/17/2018 11:49:09 AM
Division Approval	tdoucett	05/24/2018 16:32:12 PM
Department Approval	eobrien	05/25/2018 15:47:37 PM
Contract Manager Approval	nroble1	05/31/2018 09:05:59 AM
Budget Analyst Approval	cpalme2	06/06/2018 09:42:30 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20014**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4467-14**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BUCKHORN LAND AND LIVESTOCK LLC**Contractor Name: **BUCKHORN LAND AND LIVESTOCK LLC**Address: **5600 Technology Way, Suite 110**City/State/Zip: **RENO, NV 89521**Contact/Phone: **775/315-4231**Vendor No.: **T27040292**NV Business ID: **NV20041306270**To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 %</b>	<b>Habitat Conservation Fee</b>
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: **18-65**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/12/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2019**Contract term: **1 year and 18 days**4. Type of contract: **Contract**Contract description: **Weed Treatment**

5. Purpose of contract:

**This is a new contract to provide noxious weed treatments in the Black Canyon, Winnemucca Valley, and Dry Valley areas located in Washoe County.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

Other basis for payment: As invoiced by the Contractor and approved by the State

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This area is located within a priority habitat management area for sage-grouse, and is critical habitat for both mule deer and pronghorn antelope herds. Beyond resident mule deer and pronghorn populations this area is also used heavily by the Truckee/Doyle migrating mule deer herd. Currently noxious weeds are degrading the habitat condition and the declination of the habitat will only be exacerbated without active noxious weed treatment.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not have the necessary time, equipment or licensure to complete the necessary noxious weed treatment.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Sheldon's Pest Management Services  
Buckhorn Land and Livestock, LLC  
Great Basin Institute

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor owns property to be treated, has experience completing noxious weed treatment in the area, will be providing in-kind match, and has experience working with private property owners and agencies that border the area.

d. Last bid date: 04/25/2018 Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

In calendar year 2017 worked with the Nevada Department of Wildlife and the quality of service was satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

Bobby Jones, Biologist 3 Ph: 775-688-1444

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	06/04/2018 10:25:34 AM
Division Approval	tdoucett	06/04/2018 10:52:13 AM
Department Approval	eobrien	06/04/2018 15:19:45 PM
Contract Manager Approval	nroble1	06/04/2018 16:53:10 PM
Budget Analyst Approval	cpalme2	06/12/2018 11:46:07 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20185**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4467-14**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **PARADISE SONOMA CONSERVATION DISTRICT**Contractor Name: **PARADISE SONOMA CONSERVATION DISTRICT**Address: **PO BOX 202**City/State/Zip: **PARADISE VALLEY, NV 89426-0202**Contact/Phone: **775/625-0901**Vendor No.: **T81000352**NV Business ID: **Government Entity**To what State Fiscal Year(s) will the contract be charged? **2018-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 %</b>	<b>Habitat Conservation Fee</b>
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: **18-70**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/13/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **4 years and 18 days**4. Type of contract: **Interlocal Agreement**Contract description: **Habitat restoration**

5. Purpose of contract:

**This is a new interlocal contract to provide wildlife habitat and ecological restoration services in the eastern part of Humboldt County.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**Due to habitat degradation.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Paradise Sonoma Conservation District has the technical knowledge, expertise, and experienced staff to accomplish the work. Nevada Department of Wildlife employees do not have the ability to conduct habitat improvement projects.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	05/31/2018 09:01:05 AM
Division Approval	tdoucett	06/04/2018 10:53:14 AM
Department Approval	eobrien	06/04/2018 15:31:02 PM
Contract Manager Approval	nroble1	06/04/2018 16:53:43 PM
Budget Analyst Approval	cpalme2	06/13/2018 09:42:50 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20147**Agency Name: **DCNR - PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4604-06**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DUBE GROUP INC, THE DBA DUBE GROUP ARCHITECTURE**Contractor Name: **DUBE GROUP INC, THE DBA DUBE GROUP ARCHITECTURE**Address: **458 COURT ST**City/State/Zip: **RENO, NV 89501-1709**Contact/Phone: **Pete Dube 775/323-1001**Vendor No.: **T81026981**NV Business ID: **NV19991421705**To what State Fiscal Year(s) will the contract be charged? **2018-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % State Parks Maintenance</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/04/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **10/31/2019**Contract term: **1 year and 149 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

**This is a new contract to provide professional design and construction management for implementation of the Red House Preservation Project, Phases 2 & 3.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,650.00**

Payment for services will be made at the rate of \$23,650.00 per null

Other basis for payment: Billed upon 100 percent task completion (each), for tasks 2-3.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**In order to complete phased work associated with the historic Red House site complex and phases 2 and 3 of the Red House Preservation Plan, professional engineering and design services are required with skills and experience in historic resources. All work will be accomplished under the supervision of Nevada State Parks planning staff.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State Parks staff does not currently possess the required staff capacity for design and construction management for a project of this scale.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The Nevada Division of State Parks is authorized to contract with the selected vendor under NAC 333.150 2(b) (acquisition of professional services)

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2015, Nevada State Parks, previous work with the Red House site complex was satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

Jay Howard, Conservation Staff Specialist Ph: 775-684-2740

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jwilso3	05/22/2018 14:02:28 PM
Division Approval	jwilso3	05/22/2018 14:02:31 PM
Department Approval	jwilso3	05/22/2018 14:02:39 PM
Contract Manager Approval	jwilso3	05/22/2018 14:02:44 PM
Budget Analyst Approval	cpalme2	06/04/2018 14:36:01 PM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20090**Agency Name: **DCNR - FORESTRY DIVISION**Agency Code: **706**Appropriation Unit: **4195-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **AM SMITH ELECTRIC, INC.**Contractor Name: **AM SMITH ELECTRIC, INC.**Address: **3370 EXECUTIVE POINTE WAY  
STE 43**City/State/Zip: **CARSON CITY, NV 89706-7975**Contact/Phone: **MELISSA CARON 775/885-0333**

Vendor No.:

NV Business ID: **NV19801010061**To what State Fiscal Year(s) will the contract be charged? **2018-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>56.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	<b>X</b> Other funding	<b>44.00 % Conservation Camp Revenue-33%; Nursery Revenue-11%</b>

Agency Reference #: **NDF18-022**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/14/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **05/31/2022**Contract term: **3 years and 352 days**4. Type of contract: **Contract**Contract description: **Electrical Services**

5. Purpose of contract:

**This is a new contract to provide electrical repair services to the division's facilities in Carson City, Minden, Winnemucca, Elko, Carlin and Wells on an as needed basis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Payment for services will be made at the rate of \$74.00 per hour, Monday-Friday 7:00am-3:30pm

Other basis for payment: \$67.00/hr, remodel/project electrical over 4 hours during the above hours; \$142.00/hr overtime, weekends, nights: any time outside Monday-Friday 7:00am-3:30pm; material billed at cost plus 13%. Payable upon receipt/approval of contractor's invoice and verification of work completed in satisfactory manner.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The division has numerous facilities in the Western and Northern region that may require electrical repair services. Having this contract in place will allow the division to secure the needed services in an expeditious manner and potentially eliminate the need for retroactive contracts in emergency situations.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not have the expertise to provide these services in the locations where the division has facilities.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

BRIGGS ELECTRIC INC.  
THE ELECTRIC COMPANY  
HIGH SIERRA ELECTRIC & GENERATORS  
CREEKSIDE ELECTRICAL CONTRACTORS, INC  
COMPLETE ELECTRIC  
NELSON ELECTRIC  
AM SMITH ELECTRIC, INC

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was chosen as the best value for the division and State.

d. Last bid date: 02/19/2018 Anticipated re-bid date: 02/01/2022

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Division of Forestry, SFY2018. Work was performed in a satisfactory manner.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

Brett Simerly, Support Services Program Manager Ph: 775-684-2517

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgree6	05/29/2018 08:46:34 AM
Division Approval	dprather	05/29/2018 09:28:44 AM
Department Approval	dprather	05/29/2018 09:28:48 AM
Contract Manager Approval	ldunn	05/31/2018 13:59:12 PM
Budget Analyst Approval	cpalme2	06/14/2018 16:45:57 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20143**Agency Name: **DCNR - FORESTRY DIVISION**Agency Code: **706**Appropriation Unit: **4195-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DON M. LAZORKO CONSTRUCTION, INC.**Contractor Name: **DON M. LAZORKO CONSTRUCTION, INC.**Address: **PO BOX 728**City/State/Zip: **VERDI, NV 89439**Contact/Phone: **775/345-7320**Vendor No.: **T27035934**NV Business ID: **NV20041421345**To what State Fiscal Year(s) will the contract be charged? **2018-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>50.00 %</b>	Fees	0.00 %	
	Federal Funds	0.00 %	Bonds	0.00 %	
	Highway Funds	0.00 %	<b>X</b> Other funding	<b>50.00 %</b>	<b>Conservation Camp Revenue-37.5%; Nursery Revenue-12.5%</b>

Agency Reference #: **NDF18-024**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/14/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/01/2022**Contract term: **3 years and 353 days**4. Type of contract: **Contract**Contract description: **General Contractor**

5. Purpose of contract:

**This is a new contract to provide general contractor services for the division's facilities in Minden, Carson City and Winnemucca on an as needed basis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**

Payment for services will be made at the rate of \$90.00 per hour, Monday-Friday 8:00am-5:00pm;

Other basis for payment: \$120/hour overtime labor rate; \$150/hour after hours/emergency rate; \$75/hour travel time rate; material billed at cost plus 15%; upon receipt/approval of contractor's invoice and verification of work completed in satisfactory manner.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Facility related emergency and non-emergency conditions may require immediate attention to address safety and health related liabilities. This contract will allow the division to address these situations expeditiously.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not have the expertise required by this contract.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Don M. Lazorko Construction  
Murphy Built Construction  
Moody Weiske

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as the best value to the division and State and has a history of satisfactory performance with the division.

d. Last bid date: 05/01/2018 Anticipated re-bid date: 05/01/2022

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor has been under contract with the division for numerous contracts in SFY17 and SFY18 and service has been deemed satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Brett Simerly, Support Services Program Manager Ph: 775-684-2517

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgree6	05/29/2018 08:52:14 AM
Division Approval	dprather	05/29/2018 09:27:05 AM
Department Approval	dprather	05/29/2018 09:27:09 AM
Contract Manager Approval	ldunn	05/31/2018 14:05:17 PM
Budget Analyst Approval	cpalme2	06/14/2018 16:47:08 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20079**Agency Name: **B&I - ATHLETIC COMMISSION**Agency Code: **749**Appropriation Unit: **3952-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DEMARTINO, FRANK M**Contractor Name: **DEMARTINO, FRANK M**Address: **5775 N EULA ST**City/State/Zip: **LAS VEGAS, NV 89149-1481**Contact/Phone: **702/338-3165**Vendor No.: **T32006477**NV Business ID: **NV20181248998**To what State Fiscal Year(s) will the contract be charged? **2018-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>90.00 % Athletic Commission Gate Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b>	Other funding	<b>10.00 % Ticket Surcharge (Amateur Program)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/06/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **04/30/2022**Contract term: **3 years and 329 days**4. Type of contract: **Contract**Contract description: **Specialty Services**

5. Purpose of contract:

**This is a new contract to provide Inspector Services during Athletic Commission weigh-ins and events.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00**

Other basis for payment: \$150.00 per event and \$50.00 per weigh-in or oer day of USA Boxing gym inspection; not to exceed \$30,000 over contract term.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 467.050 allows the Commission to utilize and employ inspectors as independent contractors.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Weigh-ins and events occur on evenings, weekends, and holidays. The Commission has a limited staff and would incur overtime in trying to fulfill these obligations.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The vendor has knowledge of the rules and regulations of unarmed combat and has been previously contracted with the Athletic Commission. Performance is satisfactory.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

Patchin, Colleen, Program Officer 2 Ph: 775-486-2578

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	avance	05/16/2018 09:58:37 AM
Division Approval	avance	05/16/2018 09:58:38 AM
Department Approval	jhanse4	05/23/2018 11:46:30 AM
Contract Manager Approval	fmason	05/29/2018 12:11:41 PM
Budget Analyst Approval	aurruty	06/06/2018 14:18:46 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20058**Agency Name: **B&I - ATHLETIC COMMISSION**Agency Code: **749**Appropriation Unit: **3952-04**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **KOENIG, BRADLEY S JR**Contractor Name: **KOENIG, BRADLEY S JR**Address: **10659 ORCHID GARDENS RD**City/State/Zip: **LAS VEGAS, NV 89179-2036**Contact/Phone: **301/712-6742**Vendor No.: **T29040444**NV Business ID: **NV20181248979**To what State Fiscal Year(s) will the contract be charged? **2018-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>90.00 % Athletic Commission Gate Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b>	Other funding	<b>10.00 % Ticket Surcharge (Amateur Program)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/19/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **04/30/2022**Contract term: **3 years and 316 days**4. Type of contract: **Contract**Contract description: **Specialty Services**

5. Purpose of contract:

**This is a new contract to provide Inspector Services during Athletic Commission weigh-ins and events.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00**

Other basis for payment: \$150.00 per event and \$50.00 per weigh-in or per day of USA Boxing gym inspection; not to exceed \$30,000 over contract term.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 467.050 allows the Commission to utilize and employ inspectors as independent contractors.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Weigh-ins and events occur on evenings, weekends, and holidays. The Commission has a limited number of staff members and would incur overtime in trying to fulfill these obligations.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The vendor has knowledge of the rules and regulations of unarmed combat and has met all of the prescreening and shadowing requirements of an inspector. Performance has met the requirements.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

Patchin, Colleen, Program Officer 2 Ph: 775-486-2578

null, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	avance	05/16/2018 10:03:20 AM
Division Approval	avance	05/16/2018 10:03:23 AM
Department Approval	jhanse4	05/23/2018 11:39:46 AM
Contract Manager Approval	fmason	05/29/2018 12:12:23 PM
Budget Analyst Approval	aurrutu	06/19/2018 13:36:19 PM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **19984**Agency Name: **B&I - ATHLETIC COMMISSION**Agency Code: **749**Appropriation Unit: **3952-04**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **SOTO, FRANCISCO J**Contractor Name: **SOTO, FRANCISCO J**Address: **5966 TOPAZ STREET**City/State/Zip: **LAS VEGAS, NV 89120-2451**Contact/Phone: **702/335-5409**Vendor No.: **T32000422**NV Business ID: **NV20111359866**To what State Fiscal Year(s) will the contract be charged? **2019-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>90.00 % ATHLETIC COMMISSION GATE FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b>	Other funding	<b>10.00 % TICKET SURCHARGE (AMATEUR PROGRAM)</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **06/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Specialty Services**

5. Purpose of contract:

**This is a new contract to provide Chief Inspector Services during Athletic Commission weigh-ins and events.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Payment for services will be made at the rate of \$1,500.00 per Month

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 467.050 allows the Commission to utilize and employ inspectors as independent contractors.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Weigh-ins and events occur on evenings, weekends, and holidays. The Commission has a limited staff and would incur overtime in trying to fulfill these obligations.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The vendor has knowledge of the rules and regulations of unarmed combat and has been previously contracted with the Athletic Commission. Performance is satisfactory.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

Colleen Patchin, Program Officer 2 Ph: 775-486-2578

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	avance	04/18/2018 15:56:58 PM
Division Approval	avance	04/18/2018 15:57:02 PM
Department Approval	jhanse4	05/23/2018 13:35:56 PM
Contract Manager Approval	fmason	05/29/2018 12:13:12 PM
Budget Analyst Approval	aurretty	06/07/2018 16:14:51 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20193**Agency Name: **DEPARTMENT OF MOTOR VEHICLES**Agency Code: **810**Appropriation Unit: **4735-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **KUHN, SCOTT CHRISTOPHER DBA**Contractor Name: **KUHN, SCOTT CHRISTOPHER DBA**Address: **D&JS CLEANING SERVICE  
740 SUNSET DR**City/State/Zip: **FALLON, NV 89406-3681**Contact/Phone: **SCOTT KUHN 775/423-5792**Vendor No.: **T27025981**NV Business ID: **NV20101369782**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
<b>X Highway Funds</b>	<b>100.00 %</b>	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **07/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Janitorial Service**

5. Purpose of contract:

**This is a new contract that provides janitorial services required at the DMV facility in Fallon Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$42,960.00**

Payment for services will be made at the rate of \$895.00 per Month

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**State office must be kept clean.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**There are no State employees in the area to provide this service.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

**Only one other responding bidder and D&J's Cleaning Service came in cheaper.**

d. Last bid date: 04/26/2018 Anticipated re-bid date: 04/15/2022

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently contract with DMV-service has been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

Joy Gonzales, DMV Services Supervisor Ph: 775-423-4316

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vleigh	06/04/2018 17:26:26 PM
Division Approval	vleigh	06/04/2018 17:26:29 PM
Department Approval	cmunoz	06/05/2018 13:13:56 PM
Contract Manager Approval	hazevedo	06/05/2018 13:56:09 PM
Budget Analyst Approval	hfield	06/07/2018 16:23:28 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **15932**Amendment Number: **2**Agency Name: **DETR - REHABILITATION DIVISION**Legal Entity Name: **Reliable Pump, Inc.**Agency Code: **901**Contractor Name: **Reliable Pump, Inc.**  
Address: **dba Reliable Pump and Motor**  
**P.O. Box 31115**Appropriation Unit: **3253-10**Is budget authority available?: **Yes**City/State/Zip: **Las Vegas, NV 89173**If "No" please explain: **Not Applicable**Contact/Phone: **702.243.5116**Vendor No.: **T27007656A**NV Business ID: **NV20001484286**To what State Fiscal Year(s) will the contract be charged? **2015-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	<b>100.00 % Business Enterprises Set Aside</b>

Agency Reference #: **#1924-17-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/13/2014**Anticipated BOE meeting date **06/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **09/30/2018**Contract term: **4 years and 49 days**4. Type of contract: **Contract**Contract description: **Waste Water Pumps**

5. Purpose of contract:

**This is the second amendment to the original contract which provides repair and maintenance services for the sewage pumps and associated equipment located at various southern Nevada Business Enterprise of Nevada sites, including the Hoover Dam. This amendment increases the maximum amount from \$17,500 to \$25,000 due to increased equipment repairs and replacements and due to the continued need for these services.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$10,000.00	\$10,000.00	\$10,000.00	Yes - Info
a. Amendment 1:	\$7,500.00	\$7,500.00	\$17,500.00	No
2. Amount of current amendment (#2):	\$7,500.00	\$15,000.00	\$25,000.00	Yes - Info
3. New maximum contract amount:	\$25,000.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Pumps for removing wastewater require service, repair and maintenance as necessary to meet state, county and/or city health code regulations.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not trained pump technicians and are not trained in the expertise needed for maintenance and repair of wastewater removal pumps.

9. Were quotes or proposals solicited? Yes  
Was the solicitation (RFP) done by the Purchasing Division? No

- a. List the names of vendors that were solicited to submit proposals (include at least three):

Western Electric Motors  
American Pumping Services  
Preferred Pump  
Reliable Pump

- b. Solicitation Waiver: **Not Applicable**

- c. Why was this contractor chosen in preference to other?

Only responsive, qualified submittal.

- d. Last bid date: 05/14/2014 Anticipated re-bid date: 01/01/2018

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

- c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor is currently providing satisfactory services for the Department of Employment, Training and Rehabilitation, Rehabilitation Division, Bureau of Services to the Blind and Visually Impaired, Business Enterprises of Nevada and has been since January 2007.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bmartin7	05/21/2018 11:15:41 AM
Division Approval	kdesoci1	05/24/2018 08:26:10 AM
Department Approval	kdesoci1	05/24/2018 08:26:14 AM

Contract Manager Approval  
Budget Analyst Approval

swilli31  
tgreenam

05/24/2018 12:45:26 PM  
05/30/2018 09:52:18 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20046**Agency Name: **DETR - REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3265-09**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name:

Ability Center Inc.

Contractor Name:

Ability Center Inc.

Address:

4797 Ruffner Rd.

City/State/Zip

San Diego, CA 92111-1519

Contact/Phone:

Kevin Horn 916-392-1196

Vendor No.:

PUR0002796

NV Business ID:

NV20021498215

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

**X** General Funds **21.30 %** Fees 0.00 %**X** Federal Funds **78.70 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 3236-20-REHAB

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **08/31/2020**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Ability Center Sac.**

5. Purpose of contract:

**This is a new contract to provide ongoing modification and conversion of new and used vehicle services for Vocational Rehabilitation clients. Modifications/conversions include structural vehicle modifications; installation of mobility equipment, devices, high tech driving systems; and adjustments to fit required equipment to specific needs and equipment repair services as needed.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**

Other basis for payment: Due to the nature and extent of work varying for each vehicle, contractor will be requested to submit cost quotes prior to each vehicle modification. The contract not to exceed \$45,000.00.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Rehabilitation Act of 1973 as amended (section 7(30) and 29 U.S.C. 705 (30)), 34 CFR Part 361, The Americans With Disabilities Act as amended, The Workforce Investment Act of 1998 as amended (Section 188), 29 CFR Part 37, Title VI and VII of the Civil Rights Act of 1964 as amended.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**No state agencies or employees have the equipment or the experience to provide these services.**

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No



a. List the names of vendors that were solicited to submit proposals (include at least three):

Medtech Services  
Ability Center  
TSA Customer Car & Truck  
Mobility Works

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Only qualified vendor

d. Last bid date: 03/22/2018 Anticipated re-bid date: 03/01/2022

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The vendor has been providing satisfactory services to DETR-REHAB since October 2008.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bmartin7	05/16/2018 15:48:52 PM
Division Approval	kdesoci1	06/08/2018 11:30:17 AM
Department Approval	kdesoci1	06/08/2018 11:30:20 AM
Contract Manager Approval	swilli31	06/08/2018 11:57:50 AM
Budget Analyst Approval	tgreenam	06/12/2018 13:03:43 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20220**Agency Name: **DETR - REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3265-09**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name:

**BOARD OF REGENTS-UNR**

Contractor Name:

**BOARD OF REGENTS-UNR**

Address:

**UNR CONTROLLERS OFFICE**

City/State/Zip

**Reno, NV 89557-0124**

Contact/Phone:

**Stallar Lufrano-Jardine 775-784-9144**

Vendor No.:

**D35000816**

NV Business ID:

**Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

**X** General Funds **21.30 %** Fees 0.00 %**X** Federal Funds **78.70 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **3248-19-REHAB**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/18/2018**Anticipated BOE meeting date **06/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2018**Contract term: **196 days**4. Type of contract: **Interlocal Agreement**Contract description: **2018 UNR Softskills**

5. Purpose of contract:

**This is a new intralocal agreement which continues to provide softskills training to eligible clients of the Bureau of Vocational Rehabilitation and the Bureau of Services to the Blind and Visually Impaired on soft work skills to support their efforts in finding and maintaining a job.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,400.00**

Payment for services will be made at the rate of \$4,400.00 per Softskills Session

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The contract will provide BVR/BSBVI clients with training by skilled instructors and prepares the clients for interviews by employers for training programs. The clients will receive a completion certificate that will show prospective employers that the clients are prepared for their employment programs.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not have the training to perform these functions.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Governmental Entity

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The vendor has been under multiple contracts with VR/BSBVI since March 2003 and has been providing satisfactory service for the entire time.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Ken Pierson, Business Development Manager Ph: 775-823-8110

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bmartin7	06/07/2018 12:18:02 PM
Division Approval	swilli31	06/14/2018 14:58:17 PM
Department Approval	swilli31	06/14/2018 14:58:20 PM
Contract Manager Approval	swilli31	06/14/2018 14:58:23 PM
Budget Analyst Approval	tgreenam	06/18/2018 14:52:57 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **18376**Amendment Number: **1**Agency Name: **DETR - ADMINISTRATIVE SERVICES**Legal Entity Name: **Geographic Solutions**Agency Code: **908**Contractor Name: **Geographic Solutions**Appropriation Unit: **3274-22**Address: **1001 Omaha Circle**Is budget authority available?: **Yes**City/State/Zip: **Palm Harbor, FL 34683-4036**If "No" please explain: **Not Applicable**Contact/Phone: **Paul Toomey 727-786-7955**Vendor No.: **T27039926**NV Business ID: **NV20161382911**To what State Fiscal Year(s) will the contract be charged? **2017-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **RFP# 3199**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/14/2017**Anticipated BOE meeting date **06/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **08/30/2021**Contract term: **4 years and 197 days**4. Type of contract: **Contract**Contract description: **Automated Workforce**

5. Purpose of contract:

**This is the first amendment to the original contract which provides automated reporting and management information system that includes hardware, software, implementation, maintenance and support to provide various self-service jobseeker and employer system modules for the Nevada workforce agency offices across the State of Nevada. This amendment updates the scope of work, adds provisions of use of Federal Funds and payment milestones, and increases the total contract from \$3,393,464 to \$3,422,054 to include the SARA software agreement one-time implementation fee of \$12,750 and annual agreement costs of \$7,920 per year.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$3,393,464.00	\$3,393,464.00	\$3,393,464.00	Yes - Action
2. Amount of current amendment (#1):	\$28,590.00	\$28,590.00	\$28,590.00	Yes - Info
3. New maximum contract amount:	\$3,422,054.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Upgrading the current Statewide Automated Workforce System (SAWS) will provide improved program services to Nevada's jobseekers, employers, trainers and staff, reduce manual effort and inefficiencies, increase Federal and State compliance and upgrade antiquated technologies through the modernization of the current system.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No state agencies or employees have the equipment or the experience to provide these services.

9. Were quotes or proposals solicited? Yes  
Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #3199, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 10/16/2015 Anticipated re-bid date: 09/01/2020

10. Does the contract contain any IT components? Yes

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	05/22/2018 10:45:07 AM
Division Approval	rolso1	05/23/2018 10:07:40 AM
Department Approval	kdesoci1	05/23/2018 10:56:53 AM
Contract Manager Approval	swilli31	05/23/2018 10:57:27 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **19983**

Agency Name:	<b>BDC LICENSING BOARDS &amp; COMMISSIONS</b>	Legal Entity Name:	The Advantage Group
Agency Code:	<b>BDC</b>	Contractor Name:	<b>The Advantage Group</b>
Appropriation Unit:	<b>B005 - All Categories</b>	Address:	<b>475 Hill Street, Suite B</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Reno, NV 89501</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Taco Prins 775-829-1777
		Vendor No.:	
		NV Business ID:	NV19931023286

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Licensure Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/11/2018**

Anticipated BOE meeting date 06/2018

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2019**Contract term: **1 year and 19 days**4. Type of contract: **Contract**Contract description: **Investigations**

5. Purpose of contract:

**This is a new contract for investigative services required by the Board.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Payment for services will be made at the rate of \$65.00 per Hour

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Board requires an outside party to assist the Board with complex investigations.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The Board does not have the qualifications to conduct complex investigations.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

The Advantage Group  
Elite Investigations  
DeBecker Investigations

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The Advantage Group was more cost effective.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No

If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

null, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jstrand1	05/16/2018 12:35:32 PM
Division Approval	jstrand1	05/16/2018 12:35:35 PM
Department Approval	jstrand1	05/16/2018 12:35:41 PM
Contract Manager Approval	jstrand1	05/16/2018 12:36:44 PM
Budget Analyst Approval	lfree1	06/11/2018 17:09:46 PM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **20244**Agency Name: **BDC LICENSING BOARDS & COMMISSIONS**Agency Code: **BDC**Appropriation Unit: **B009 - All Categories**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **Numbers, Inc.**Contractor Name: **Numbers, Inc.**Address: **1285 Baring Blvd. #309**City/State/Zip: **Sparks, NV 89434**Contact/Phone: **Carolyn Woods 775-742-2962**

Vendor No.:

NV Business ID: **NV20031345377**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Licensing Fees</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **06/2018**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Financial Services**

5. Purpose of contract:

**This is a new contract to provide financial reporting, accounting and payroll services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$33,800.00**

Payment for services will be made at the rate of \$1,800.00 per quarter

Other basis for payment: Additional payment of \$5,000 upon completion of automation of accounting processes

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Board requires that invoices be entered for payment, deposits entered into quickbooks, payroll functions including tax forms, and VOYA, PEBS submissions be processed.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The Board wants an outside agency processing payroll and accounting functions.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

**No** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor was contracted for similar services at an amount under \$2,000 per year, and the work was satisfactory. Contractor is also contracted with other state boards.

14. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

**Yes**

17. a. Does the contractor have a current Nevada State Business License (SBL)?

**Yes**

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkand1	06/12/2018 11:53:34 AM
Division Approval	jkand1	06/12/2018 11:53:45 AM
Department Approval	jkand1	06/12/2018 11:53:50 AM
Contract Manager Approval	jkand1	06/12/2018 11:54:12 AM
Budget Analyst Approval	lfree1	06/18/2018 10:40:49 AM