

POST

*** NOTICE OF PUBLIC MEETING ***

BOARD OF EXAMINERS

LOCATION: Capitol Building
The Guinn Room
101 N. Carson Street
Carson City, Nevada

DATE AND TIME: July 13, 2012 at 10:00 a.m.

Below is an agenda of all items to be considered. **Action will be taken on items preceded by an asterisk (*).** Items on the agenda may be taken out of the order presented, items may be combined for consideration by the public body; and items may be pulled or removed from the agenda at any time at the discretion of the Chairperson.

AGENDA

1. **PUBLIC COMMENTS**
- *2. **FOR POSSIBLE ACTION – APPROVAL OF THE JUNE 5, 2012 BOARD OF EXAMINERS’ MEETING MINUTES**
- *3. **FOR POSSIBLE ACTION – APPROVAL OF THE JUNE 13, 2012 BOARD OF EXAMINERS’ MEETING MINUTES**
- *4. **FOR POSSIBLE ACTION – REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE CONTINGENCY FUND**

Pursuant to NRS 353.268, an agency or officer shall submit a request to the State Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Fund.

A. OFFICE OF THE STATE CONTROLLER – \$42,200

The Office of the State Controller is requesting an allocation of \$42,200 from the Interim Finance Committee’s Contingency Fund to fund a contract with Deloitte & Touche, LLP for an eXtensible Business Reporting Language (XBRL) technology solution for a Single Audit Reporting project.

***5. FOR POSSIBLE ACTION – SALARY ADJUSTMENTS**

Distribution of Salary Adjustments to Departments, Commissions and Agencies, pursuant to Senate Bill 505, Sections 7, 8, of the 2011 Legislative Session.

The 2011 Legislative Session made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet certain salary deficiencies for fiscal year 2012 that might be created between the appropriated money of the respective departments, commissions, and agencies and the actual cost of the personnel of those departments, commissions, and agencies that are necessary to pay for salaries. Under this legislation, the following amounts from the General Fund and/or Highway Fund are recommended:

BA #	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
1005	Agency For High Level Nuclear Waste	\$2,280	
2600	Department of Tourism and Cultural Affairs – Nevada Indian Commission	\$689	
4173	Department of Conservation and Natural Resources – State Lands	\$2,460	
	Total	\$5,429	

***6. FOR POSSIBLE ACTION – PROVIDER AGREEMENT**

A. Department of Health and Human Services – Division of Aging and Disability Services

The Division of Aging and Disability Services (ADSD) is requesting Board of Examiner approval of the services provider agreement and the provider application. ADSD will enlist contracted providers for the Homemaker Program, Community Options Program for the Elderly, Personal Assistance Program, Elder Protective Services Program, Assistive Technology for Independent Living, Senior and Disability RX for Part D prescription drug plans and Autism Treatment Assistance Program.

***7. FOR POSSIBLE ACTION – 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 – Emergency Management Division	1	\$7,700
Total:		\$7,700

***8. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A FORMER EMPLOYEE**

A. Department of Employment, Training & Rehabilitation (DETR)

Pursuant to Assembly Bill 240, Section 1, Subsection 2 – 3 of the 2011 Legislature, DETR requests authority to contract with a former employee, through a temporary service, for assistance with the department’s submittal of the 2013-2015 biennial budget request due on August 31, 2012. The term of assignment would be upon approval through September 30, 2012.

***9. FOR POSSIBLE ACTION – STATE ADMINISTRATIVE MANUAL**

The State Administrative Manual (SAM) is being submitted to the Board of Examiners’ for approval of additions in the following Chapter: **1500 – Purchasing.**

***10. FOR POSSIBLE ACTION – VICTIMS OF CRIME PROGRAM (VOCP) APPEAL**

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.

A. Virginia Macanany and Louise Long

Ms. Macanany and Ms. Long are appealing their denial of their application for VOCP assistance. The appeal was denied due to ineligible crimes.

***11. FOR POSSIBLE ACTION – TORT CLAIM**

Approval of tort claim pursuant to NRS 41.037

**A. United States of America on behalf of Arthur F. Ingram III – TC 16241
Amount of Claim – \$473,166.92**

***12. FOR POSSIBLE ACTION – LEASES**

BOE #	LESSEE	LESSOR	AMOUNT
1.	Attorney General’s Office	James Terry Gust	\$42,078
	Lease Description:	This is an extension of an existing lease which has been negotiated to house the Attorney General’s Office. Term of Lease: 08/01/2012 – 07/31/2017	
2.	Board of Occupational Therapy	Quail Robb Drive, LLC	\$29,960
	Lease Description:	This is an extension of an existing lease to house Board of Occupational Therapy. Term of Lease: 08/01/2012 – 07/31/2014	

BOE #	LESSEE	LESSOR	AMOUNT
3.	Department of Employment, Training and Rehabilitation	Roter Investments of Nevada, A Limited Partnership	\$630,837
	Lease Description: This is an extension of an existing lease which has been negotiated to house the Department of Employment, Training and Rehabilitation, which includes a projected savings of \$58,748.40 for the term of the lease. Term of Lease: 07/01/2012 – 06/30/2017		
4.	Department of Health and Human Services – Health Division, Bureau of Healthcare Quality and Compliance – Child Daycare Licensing	Leftwich Family Trust	\$676,966
	Lease Description: This is an extension of an existing lease which has been negotiated to house the State Health Division, Bureau of Healthcare Quality and Compliance/Child Daycare Licensing. Term of Lease: 10/01/2012 – 09/30/2017		
5.	Department of Health and Human Services – Welfare and Supportive Services	Roter Investments of Nevada a Limited Partnership, by City Management Corporation	\$2,093,755
	Lease Description: This is a relocation which has been negotiated to house the Department of Health and Human Services – Division of Welfare and Supportive Services. Term of Lease: 11/01/2012-02/29/2020		
6.	Department of Transportation – Environmental Services – Cultural Resources	South Carson Mini Storage	\$260,946
	Lease Description: This is a relocation which has been negotiated to house the Department of Transportation – Environmental Services – Cultural Resources. A savings of \$3,630 over the term of the lease. Term of Lease: 04/14/2012 – 04/30/2017		

***13. FOR POSSIBLE ACTION – CONTRACTS**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE ADMINISTRATIVE FUND	JOHNSON CONTROLS, INC.	GENERAL	\$20,359	
		Contract Description: This is a new contract to provide maintenance services on an air conditioning system located in the Attorney General's Carson City Office, in the Information Systems server room. Term of Contract: 07/11/2012 - 06/30/2016 Contract # 13453				
2.	030	ATTORNEY GENERAL'S OFFICE TORT CLAIM FUND	AON RISK CONSULTANTS, INC.	OTHER: INSURANCE PREMIUM TRUST FUND	\$12,500	PROFESSIONAL SERVICE
		Contract Description: This is a new contract which provides an actuarial study including an estimate of outstanding losses, project ultimate losses and project losses paid for the Self-Insured Automobile Liability, Civil Rights Liability and General Liability Programs under the Insurance Premium Trust Fund (also known as the Tort Fund). Term of Contract: 07/10/2012 - 12/31/2014 Contract # 13075				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
3.	040	SECRETARY OF STATE'S OFFICE - NOTARY TRAINING-Non-Exec	COAST HOTELS AND CASINOS, INC. DBA GOLD COAST HOTEL AND CASIINO	FEE: NOTARY TRAINING	\$60,000	
	Contract Description:	This is a new contract to provide room rental to conduct monthly two-day Notary Training classes in Southern Nevada as required by NRS 240.018.				
		Term of Contract:	Upon Approval - 06/30/2014	Contract # 13522		
4.	060	CONTROLLER'S OFFICE	EMERSON NETWORK POWER	GENERAL	\$39,995	
	Contract Description:	This is a new contract to provide two preventative maintenance services annually for the Uninterruptible Power System (UPS) and batteries in addition to 24/7 remote monitoring of the UPS.				
		Term of Contract:	09/01/2012 - 08/31/2016	Contract # 13449		
5.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	ADVANCED INTEGRATED PEST MANAGEMENT	FEE: BUILDINGS AND GROUNDS, BUILDING RENT INCOME FEE	\$20,000	
	Contract Description:	This is a new contract to provide ongoing pest control services, exterior and interior, on an as needed basis for various state buildings in the Carson City and Reno area, upon the request and approval of a Buildings and Grounds designee.				
		Term of Contract:	Upon Approval - 06/30/2016	Contract # 13387		
6.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	STONE SERVICES, INC.	FEE: BUILDINGS AND GROUNDS RENT INCOME FEES	\$20,000	EXEMPT
	Contract Description:	This is a new contract to provide ongoing stone floor care services including cleaning, rehonng, grinding, polishing and sealing in various State buildings in Northern Nevada on an as needed basis at the request and approval of a Public Works Division, Buildings and Grounds Section representative.				
		Term of Contract:	Upon Approval - 07/01/2016	Contract # 13464		
7.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	CSG CONSULTANTS, INC.	OTHER: VARIES DEPENDING ON PROJECT REQUIRING WORK	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional Code Plan Checking services as required. SWPD Contract No. 35059.				
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 13542		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
8.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	ADVANCEPIERRE FOODS, INC.	OTHER: VARIOUS PROGRAM FUNDS - PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$3,000,000	
		Contract Description: This is a new contract to produce ongoing breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients. Term of Contract: 07/10/2012 - 06/30/2014 Contract # 13478				
9.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	BONGARDS CREAMERIES	OTHER: VARIOUS PROGRAM FUNDS - PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$1,000,000	
		Contract Description: This is a new contract to produce ongoing breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients. Term of Contract: 07/10/2012 - 06/30/2014 Contract # 13503				
10.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	CARGILL KITCHEN SOLUTIONS, INC.	OTHER: VARIOUS PROGRAM FUNDS - PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$1,000,000	
		Contract Description: This is a new contract to produce ongoing breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients. Term of Contract: 07/10/2012 - 06/30/2014 Contract # 13517				
11.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	CONAGRA FOODS, INC.	OTHER: VARIOUS PROGRAM FUNDS - PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$1,000,000	
		Contract Description: This is a new contract to produce ongoing breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients. Term of Contract: 07/10/2012 - 06/30/2014 Contract # 13504				

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12.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	ES FOODS, INC.	OTHER: VARIOUS PROGRAMS FUNDS - PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$1,000,000	
		Contract Description:	This is a new contract to produce ongoing breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.			
		Term of Contract:	07/10/2012 - 06/30/2014	Contract # 13507		
13.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	GOODMAN FOOD PRODUCTS DBA DON LEE FARMS	OTHER: VARIOUS PROGRAM FUNDS - PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$3,000,000	
		Contract Description:	This is a new contract to produce ongoing breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.			
		Term of Contract:	07/10/2012 - 06/30/2014	Contract # 13506		
14.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	JENNIE O TURKEY STORE SALES	OTHER: VARIOUS PROGRAM FUNDS - PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$3,000,000	
		Contract Description:	This is a new contract to produce ongoing breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.			
		Term of Contract:	07/10/2012 - 06/30/2014	Contract # 13518		
15.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	JM SMUCKER, LLC	OTHER: VARIOUS PROGRAM FUNDS - PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$1,000,000	
		Contract Description:	This is a new contract to produce ongoing breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.			
		Term of Contract:	07/10/2012 - 06/30/2014	Contract # 13487		

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16.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	JTM FOOD PROVISIONS CO. INC DBA JTM FOOD GROUP	OTHER: VARIOUS PROGRAM FUNDS - PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$1,000,000	
	Contract Description:	This is a new contract to produce ongoing breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.				
		Term of Contract:	07/10/2012 - 06/30/2014	Contract # 13477		
17.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	LAND O'LAKES, INC.	OTHER: VARIOUS PROGRAM FUNDS - PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$3,000,000	
	Contract Description:	This is a new contract to produce ongoing breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.				
		Term of Contract:	07/10/2012 - 06/30/2014	Contract # 13508		
18.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	LETS DO LUNCH, INC. DBA INTERGRATED FOOD SERVICE	OTHER: VARIOUS PROGRAM FUNDS - PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$5,000,000	
	Contract Description:	This is a new contract to produce ongoing breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.				
		Term of Contract:	07/10/2012 - 06/30/2014	Contract # 13491		
19.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	MCI FOODS, INC. DBA LOS CABOS MEXICAN FOODS	OTHER: VARIOUS PROGRAM FUNDS - PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$5,000,000	
	Contract Description:	This is a new contract to produce ongoing breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.				
		Term of Contract:	07/10/2012 - 06/30/2014	Contract # 13481		

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20.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	NATIONAL FOOD GROUP	OTHER: VARIOUS PROGRAM FUNDS - PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$1,000,000	
		Contract Description:	This is a new contract to produce ongoing breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.			
		Term of Contract:	07/10/2012 - 06/30/2014	Contract # 13492		
21.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	PILGRIM'S PRIDE CORPORATION	OTHER: VARIOUS PROGRAM FUNDS - PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$2,000,000	
		Contract Description:	This is a new contract to produce ongoing breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.			
		Term of Contract:	07/10/2012 - 06/30/2014	Contract # 13490		
22.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	RICH PRODUCTS CORPORATION	OTHER: VARIOUS PROGRAM FUNDS - PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$1,000,000	
		Contract Description:	This is a new contract to produce ongoing breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.			
		Term of Contract:	07/10/2012 - 06/30/2014	Contract # 13502		
23.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	RICHANDRE, INC. DBA ARDELLAS	OTHER: VARIOUS PROGRAM FUNDS - PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$3,000,000	
		Contract Description:	This is a new contract to produce ongoing breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.			
		Term of Contract:	07/10/2012 - 06/30/2014	Contract # 13480		

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24.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	RED GOLD, LLC	OTHER: VARIOUS PROGRAM FUNDS - PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$1,000,000	
	Contract Description:	This is a new contract to produce ongoing breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.				
		Term of Contract:	07/10/2012 - 06/30/2014	Contract # 13541		
25.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	S.A. PIAZZA & ASSOCIATES	OTHER: VARIOUS PROGRAM FUNDS - PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$3,000,000	
	Contract Description:	This is a new contract to produce ongoing breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.				
		Term of Contract:	07/10/2012 - 06/30/2014	Contract # 13493		
26.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	SCHWANS CONSUMER BRANDS	OTHER: VARIOUS PROGRAM FUNDING - PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$3,000,000	
	Contract Description:	This is a new contract to produce ongoing breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.				
		Term of Contract:	07/10/2012 - 06/30/2014	Contract # 13530		
27.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	TYSON PREPARED FOODS, INC.	OTHER: VARIOUS PROGRAM FUNDS - PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$6,000,000	
	Contract Description:	This is a new contract to produce ongoing breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.				
		Term of Contract:	07/10/2012 - 06/30/2014	Contract # 13501		
28.	089	DEPARTMENT OF ADMINISTRATION - HEARINGS AND APPEALS	MADRIGAL, FRANCISCO J	OTHER: ASSESSMENTS TO INSURERS.	\$24,999	
	Contract Description:	This is a new contract which provides for Spanish Interpretation services during Administrative hearings, required by NRS 645B, to non-english speaking injured workers so that they are appropriately represented at appeal hearings.				
		Term of Contract:	Upon Approval - 06/30/2014	Contract # 13497		

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29.	101	COMMISSION ON TOURISM - TOURISM DEVELOPMENT FUND	BURSON-MARSTELLER	OTHER: LODGING TAX	\$3,020,000	
	Contract Description:	This is a new contract to provide public relations, advertising and digital services to assist the department in its marketing efforts to increase tourism in Nevada. The contractor will be tasked with developing marketing plans and associated campaigns for Nevada's museums, arts offerings and Native American experiences.				
		Term of Contract:	8/23/2012 - 07/31/2014	Contract # 13485		
30.	101	COMMISSION ON TOURISM - TOURISM DEVELOPMENT FUND	CERTIFIED FOLDER DISPLAY SERVICE, INC.	OTHER: LODGING TAX	\$20,068	SOLE SOURCE
	Contract Description:	This is a new contract for distribution of brochures for the Nevada museums as part of the department's marketing plan to bring tourists into Nevada and the state's museums. The museum brochures will be strategically placed in display racks in Reno, Carson City, northern Nevada and areas along Interstate 80, Las Vegas, southern Utah and areas along Interstate 15, and the Salt Lake City area.				
		Term of Contract:	07/15/2012 - 07/14/2013	Contract # 13527		
31.	101	COMMISSION ON TOURISM - TOURISM DEVELOPMENT FUND	DESTINATION ANALYSTS	OTHER: LODGING TAX	\$160,000	
	Contract Description:	This is a new contract to provide an accountability of the public funds given to the agency and ensure the agency is meeting the needs and expectations of visitors. The commission requires user feedback on its current website and user reactions to possible site improvements. This research study will provide insight and guidance to inform and prioritize future development of the website.				
		Term of Contract:	07/11/2012 - 07/31/2016	Contract # 13474		
32.	102	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	BRITTANY MCLEAN	FEDERAL	\$12,000	
	Contract Description:	This is the second amendment to the original contract, to assist with the development, implementation and reporting of Nevada's STEP grant. This amendment increases the maximum amount from \$9,750.00 to \$21,750.00 due to the grant extension for an additional year.				
		Term of Contract:	11/21/2011 - 09/30/2013	Contract # 12712		
33.	102	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT AUTHORITY OF WESTERN NEVADA	GENERAL	\$675,000	
	Contract Description:	This is a new contract for the Economic Development Authority of Western Nevada (EDAWN) to promote and aid the implementation of the State plan for Economic Development.				
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 13568		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
34.	102	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	ELKO COUNTY OF ECONOMIC DIVERSIFICATION AUTHORITY	GENERAL	\$75,000	
		Contract Description:	This is a new interlocal agreement in which the Elko County Diversification Authority to promote and aid in the implementation of the State plan for Economic Development.			
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 13570		
35.	102	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	HIGHWAY 95 REGIONAL DEVELOPMENT AUTHORITY	GENERAL	\$125,000	
		Contract Description:	This is a new interlocal agreement for the Highway 95 Regional Development Authority to (consisting of the City of Fallon, Mineral County, and Pershing County) promote and aid the implementation of the State Plan for Economic Development.			
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 13567		
36.	102	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	LANDER COUNTY TREASURER	GENERAL	\$40,000	
		Contract Description:	This is a new interlocal agreement for Lander County Economic Development Authority to promote and aid the implementation of the State Plan for Economic Development.			
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 13573		
37.	102	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	LINCOLN COUNTY OF REGIONAL DEVELOPMENT AUTHORITY	GENERAL	\$60,000	
		Contract Description:	This is a new interlocal agreement in which the Lincoln County Regional Development Authority to promote and aid in the implementation of the State plan for Economic Development.			
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 13569		
38.	102	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	NORTHERN NEVADA DEVELOPMENT AUTHORITY	GENERAL	\$250,000	
		Contract Description:	This is a new contract in which the Northern Nevada Development Authority (NND) to promote and aid the implementation of the State Plan for Economic Development.			
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 13572		

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39.	102	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	NYE COUNTY TREASURER	GENERAL	\$90,000	
	Contract Description:	This is a new interlocal agreement in which the Nye County Regional Economic Development Authority to promote and aid the implementation of the State Plan for Economic Development.				
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 13574		
40.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - DATA COMMUNICATIONS & NETWORK ENGINEERING	KEY GOVERNMENT FINANCE INC.	OTHER: TELECOMMUNICATION CHARGES	\$853,138	SOLE SOURCE
	Contract Description:	This is a new payment plan agreement for maintenance coverage for all Cisco equipment utilized by the agency at 0% interest to the state.				
		Term of Contract:	Upon Approval - 06/30/2016	Contract # 13519		
41.	190	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS BOARD - UNIV 05 CIP PROJ- UNLV-Non-Exec	SUNDT CONSTRUCTION, INC.	BONDS: 71.3% OTHER: 2.4% TRANSFER FROM CIP; 26.3% TRANSFER FROM UNIVERSITY FUNDS	(\$35,400)	PROFESSIONAL SERVICE
	Contract Description:	This is the second amendment to the original contract, which provides Construction Manager at Risk construction services for the Medical Education Learning Lab Building, UNR Campus, Reno, Nevada; SPWD Project No. 09-C05; Contract No. 5002. This amendment decreases the maximum amount from 28,575,424 to \$28,540,024 and reduces the cost of the work and contingency (owner's portion of the shared savings) along with removing the Guaranteed Maximum Price (GMP) adjustment, which is the owner's unspent contingency from the GMP.				
		Term of Contract:	12/08/2009 - 06/30/2013	Contract # 10127		
42.	240	OFFICE OF VETERANS SERVICES - VETERANS' HOME ACCOUNT	DIAGNOSTIC LABORATORIES AND RADIOLOGY	OTHER: PRIVATE FUNDS 50% FEDERAL 50%	\$20,000	
	Contract Description:	This is the second amendment to the original contract, which provides mobile X-ray services to the Nevada State Veterans Home. This amendment increases the maximum amount from \$25,000 to \$45,000 to provide for increased X-ray requirements for residents of the Home.				
		Term of Contract:	02/01/2011 - 01/31/2013	Contract # 11755		
43.	240	OFFICE OF VETERANS SERVICES - VETERANS' HOME ACCOUNT	OMNICARE PHARMACY OF LAS VEGAS	OTHER: PRIVATE FUNDS 50% FEDERAL 50%	\$400,000	
	Contract Description:	This is a new contract to provide ongoing pharmacy services to the Nevada State Veterans Home, a 180-bed skilled nursing facility. This contract was necessary after it was determined that the Good of the State Contractor - Cardinal - could not meet the agency pharmacy needs.				
		Term of Contract:	08/09/2012 - 05/08/2016	Contract # 13155		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
44.	400	DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIRECTOR'S OFFICE - PROBLEM GAMBLING	BOARD OF REGENTS, NSHE	OTHER: SLOT TAX	\$66,172	SOLE SOURCE
	Contract Description:	This is a new interlocal agreement which allows continuation of its relationship with the UNLV International Gaming Institute (UNLV-IGI). Since 2007, UNLV-IGI has collected data and done research associated with state-funded problem gambling treatment programs under the auspices of a grant. As of July 1, 2011, UNLV-IGI's work included the collection of encounter data that is used by DHHS to pay treatment providers. The arrangement is an essential element of the Problem Gambling Treatment Strategic Plan, which includes not only treatment standards but also a fee-for-service rate reimbursement schedule. The evolution of the relationship between DHHS and UNLV-IGI now requires an interlocal agreement (rather than a grant) as of January 2, 2012.				
	Term of Contract:	07/01/2012 - 06/30/2013	Contract # 13558			
45.	400	DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIRECTOR'S OFFICE - PROBLEM GAMBLING	PROBLEM GAMBLING SOLUTIONS	OTHER: SLOT TAX	\$33,487	SOLE SOURCE
	Contract Description:	This is a new contract to provide continued technical assistance to the Prevention of Problem Gambling grantees, Department of Health and Human Services (DHHS) Grants Management Unit staff, DHHS Advisory Committee on Problem Gambling (ACPG) and to ACPG work groups. In addition, this contractor will assist in the continued development of tools and procedures needed to administer the implementation of the strategic plan.				
	Term of Contract:	07/01/2012 - 06/30/2013	Contract # 13557			
46.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	CAPTIONS UNLIMITED OF NEVADA	GENERAL 50% FEDERAL 50%	\$60,000	
	Contract Description:	This is the first amendment to the original contract, which provides Communication Access Real Time (CART) transcription services to division employees. This amendment increases the maximum amount from \$80,000 to \$140,000 and waives the insurance requirements for Automatic Liability and Professional Liability (Errors and Omissions Liability).				
	Term of Contract:	07/01/2010 - 06/30/2014	Contract # 11049			
47.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA	GENERAL 45% FEDERAL 55%	\$738,613	
	Contract Description:	This is a new interlocal agreement for the completion of the federally required ADA Complementary Paratransit Eligibility evaluations for Medicaid recipients traveling to and from medical appointments.				
	Term of Contract:	07/01/2010 - 06/30/2014	Contract # 13472			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
48.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY	GENERAL 45% FEDERAL 55%	\$39,338	
	Contract Description:	This is a new interlocal agreement for the completion of the federally required ADA Complementary Paratransit Eligibility evaluations for Medicaid recipients traveling to and from medical appointments.				
		Term of Contract:	07/01/2010 - 06/30/2014	Contract # 13473		
49.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - COMMUNICABLE DISEASES	ACCESS TO HEALTHCARE NETWORK	FEDERAL	\$495,000	
	Contract Description:	This is the first amendment to the original contract, which provides Ryan White Comprehensive AIDS Resource Emergency Act Program Part B eligibility and screening services for new and existing clients in all counties except Clark and Nye, which are covered under a separate contract. This amendment increases the maximum amount from \$542,592 to \$1,037,592 due to the addition of the Health Insurance Continuation Program in the north and rural counties.				
		Term of Contract:	08/01/2011 - 07/31/2015	Contract # 12198		
50.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - MATERNAL CHILD HEALTH SERVICES	UNIVERSITY OF UTAH	OTHER: MEDICAL CHARGES - METABOLIC FEES	\$141,200	
	Contract Description:	This is a new interlocal agreement to continue using this licensed physician to provide metabolic clinics in Nevada.				
		Term of Contract:	07/01/2012 - 06/30/2014	Contract # 13479		
51.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - COMMUNITY HEALTH SERVICES	CARSON UROLOGISTS LTD.	FEDERAL	\$4,590	
	Contract Description:	This is the first amendment to the original contract which provides vasectomies for pre-approved clients eligible for medical assistance through the Public Health and Clinical Services family planning and community health nursing programs. This amendment increases the maximum amount from \$9,945 to \$14,535 so that additional clients may be provided vasectomies.				
		Term of Contract:	08/01/2011 - 06/30/2013	Contract # 12470		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
52.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - TANF	NEVADA PUBLIC HEALTH	FEDERAL	\$477,716	
		Contract Description:	This is a new contract for the division's Employment and Support Services unit, which provides ongoing technical education and assistance to professionals, including police, prosecutors, judges, and service providers to increase awareness of statutory rape and to better assist victims. The goals of Nevada's Statutory Rape Program are to support more aggressive enforcement of statutory rape laws in Nevada and to promote prevention of statutory rape; therefore, reducing teen pregnancies, domestic violence, and sexual exploitation of children.			
		Term of Contract:	Upon Approval - 06/30/2016	Contract # 13456		
53.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD SUPPORT ENFORCEMENT PROGRAM	CHURCHILL COUNTY TREASURER	OTHER: STATE SHARE OF COLLECTIONS 34% FEDERAL 66%	\$31,793	
		Contract Description:	This is a new interlocal agreement for the division's Child Support Enforcement Program to provide Hearing Master and Court Services, for the purpose of enforcing support obligations owed by non-custodial parents to their children; establishing paternity; obtaining financial and medical support; and adjusting support orders. Title IV-D, 42 USC 654(7) authorizes the division to enter into interlocal contracts with appropriate courts and law enforcement officials to implement an efficient statewide system to meet the purposes of this Act.			
		Term of Contract:	Upon Approval - 06/30/2014	Contract # 13239		
54.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD SUPPORT ENFORCEMENT PROGRAM	LYON, COUNTY OF	OTHER: STATE SHARE OF COLLECTIONS 34% FEDERAL 66%	\$47,690	
		Contract Description:	This is a new interlocal agreement for the division's Child Support Enforcement Program to provide Hearing Master and Court Services, for the purpose of enforcing support obligations owed by non-custodial parents to their children; establishing paternity; obtaining financial and medical support; and adjusting support orders. Title IV-D, 42 USC 654(7) authorizes the division to enter into interlocal contracts with appropriate courts and law enforcement officials to implement an efficient statewide system to meet the purposes of this Act.			
		Term of Contract:	Upon Approval - 06/30/2014	Contract # 13236		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
55.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - CHILDREN, YOUTH & FAMILY ADMINISTRATION	BOARD OF REGENTS-UNLV	GENERAL 25% FEDERAL 75%	\$1,798,000	
		Contract Description: This is a new interlocal agreement to provide development of a Nevada child welfare training infrastructure and an intensive quality training and professional development system for undergraduate and graduate social work students who are interested in pursuing a social work career in public child welfare, defined as child protective services and permanency planning, who are willing to make a commitment to work full time in a county or state child welfare agency. Term of Contract: 07/01/2012 - 06/30/2016 Contract # 13198				
56.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	CAMELOT COMMUNITY CARE	GENERAL 62.5% FEDERAL 37.5%	\$41,749	
		Contract Description: This is a new contract to provide therapeutic care for one child living outside the State of Nevada within the court ordered placement at negotiated rates within the facility providing the therapeutic care for these youth. The division has the legal responsibility to provide services to children within our custody with emotional and behavioral problems a safe environment with a permanency plan for adoption. These children were placed in Illinois, pursuant to a court order for permanency planning through adoption as relatives live close by. Term of Contract: 09/01/2012 - 08/31/2013 Contract # 13255				
57.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD & ADOLESCENT SERVICES	BHC MONTE VISTA HOSPITAL DBA MONTE VISTA HOSPITAL	GENERAL	\$24,999	
		Contract Description: This is a new contract to provide ongoing acute psychiatric care for youth between the ages of 6-18 who meet criteria for this level of service according to best practice and standards of care. Youth will be treated at Monte Vista Hospital until such time that they can be transferred to Desert Willow Treatment Center acute unit located in Las Vegas, Nevada. Term of Contract: Upon Approval - 06/30/2014 Contract # 13442				
58.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	AMEC ENVIRONMENT & INFRASTRUCTURE, INC.	FEDERAL	\$58,088	
		Contract Description: This is a new contract to provide on-call GIS services to Nevada Army National Guard staff. This work will be consistent with National Guard Bureau's GIS standards and requirements of geospatial data. Term of Contract: Upon Approval - 07/10/2015 Contract # 13510				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
59.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	AUTOMATED TEMPERATURE CONTROLS, INC.	FEDERAL	\$162,080	SOLE SOURCE
	Contract Description:	This is a new contract for installation of a Delta control system. This system will allow analytical data, which will allow the Construction and Facilities Management Office staff the ability to evaluate, monitor and implement control measures that will reduce energy consumption.				
		Term of Contract:	Upon Approval - 10/11/2012	Contract # 13514		
60.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	ELEVATOR SERVICE, INC. DBA KOCH ELEVATOR COMPANY	GENERAL 40% OTHER: RENTAL INCOME - EOC 20% FEDERAL 40%	\$99,960	
	Contract Description:	This is a new contract to establish services for elevators on an as needed basis, statewide.				
		Term of Contract:	Upon Approval - 07/10/2016	Contract # 13427		
61.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	LINDELLS PAINTING SERVICE	FEDERAL	\$18,911	
	Contract Description:	This is a new contract for painting concrete block exterior walls, metal doors, roll-up doors, and lower portion of hangar doors at the Army Aviation Support Facility on the Washoe County Armory site.				
		Term of Contract:	Upon Approval - 09/12/2012	Contract # 13444		
62.	440	DEPARTMENT OF CORRECTIONS - STEWART CONSERVATION CAMP	ECOLAB, INC.	GENERAL	\$155,200	
	Contract Description:	This is a new contract to provide for the leasing of commercial dishwashers and related services, including removal and disposal of existing machines, installation and all maintenance of new machines at various conservation camps located throughout the state.				
		Term of Contract:	Upon Approval - 06/30/2016	Contract # 13463		
63.	440	DEPARTMENT OF CORRECTIONS - PRISON DAIRY	DEPARTMENT OF THE INTERIOR- BLM	REVENUE	\$22,000,000	
	Contract Description:	This is a new interlocal agreement to provide proper care of captured wild horses and burros and prepare the horses for adoption and/or use by agencies requiring horses while providing training opportunities and positive work experiences for Nevada Department of Corrections' inmates.				
		Term of Contract:	Upon Approval - 07/09/2022	Contract # 13560		
64.	440	DEPARTMENT OF CORRECTIONS - PRISON DAIRY	PECK, GERALD R	FEDERAL	\$98,000	
	Contract Description:	This is a new contract to provide veterinary services for wild horses boarded by the Prison Ranch for the Bureau of Land Management (BLM).				
		Term of Contract:	Upon Approval - 06/11/2017	Contract # 13457		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
65.	440	DEPARTMENT OF CORRECTIONS - FLORENCE MCCLURE WOMEN'S CORRECTIONAL CENTER	DESERT BOILER & CONTROLS, INC.	GENERAL	\$17,884	
	Contract Description:	This is the second amendment to the original contract, which provides preventative maintenance services to the boilers at Florence McClure Women's Correctional Center, High Desert State Prison and Southern Desert Correctional Center. This amendment increases the maximum amount from \$131,034.35 to \$148,918.35 due to necessary repairs at FMWCC.				
		Term of Contract:	08/11/2009 - 06/30/2013	Contract # CONV6612		
66.	655	DEPARTMENT OF PUBLIC SAFETY - CRIMINAL HISTORY REPOSITORY	MCNEAL CONSULTING, LLC	FEDERAL	\$90,000	EXEMPT
	Contract Description:	This is a new contract to provide for the customization of the software application known as the Sex Offender Registry Tool to meet specific requirements for the division.				
		Term of Contract:	Upon Approval - 12/31/2012	Contract # 13538		
67.	704	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - PARKS - MAINTENANCE OF STATE PARKS-Non-Exec	CUSTOM WATER WORKS	FEE: UTILITY SURCHARGE	\$24,000	
	Contract Description:	This is a new contract for the delivery of water to the Valley of Fire to refill storage tanks if the domestic well fails.				
		Term of Contract:	Upon Approval - 12/31/2014	Contract # 13529		
68.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WATER POLLUTION CONTROL	RESOURCE CONCEPTS, INC.	FEDERAL	\$540,000	
	Contract Description:	This is a new contract to provide technical assistance to the agency as well as assistance to communities and small public water systems in the development and implementation of Community Source Water/Wellhead Protection Plans.				
		Term of Contract:	Upon Approval - 06/30/2014	Contract # 13465		
69.	749	DEPARTMENT OF BUSINESS AND INDUSTRY - ATHLETIC COMMISSION	CHARVEZ FOGER	GENERAL 95% FEE: AMATEUR BOXING PROGRAM 5%	\$14,687	
	Contract Description:	This is a new contract to provide ongoing inspector services for unarmed combat weigh-ins and events.				
		Term of Contract:	08/01/2012 - 06/30/2016	Contract # 13383		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
70.	749	DEPARTMENT OF BUSINESS AND INDUSTRY - ATHLETIC COMMISSION	JACK V. LAZZAROTTO	GENERAL 95% FEE: AMATEUR BOXING PROGRAM - 5%	\$14,687	
	Contract Description:	This is a new contract to provide ongoing inspector services for unarmed combat weigh-ins and events.				
		Term of Contract:	08/01/2012 - 06/30/2016	Contract # 13382		
71.	810	DEPARTMENT OF MOTOR VEHICLES - DIRECTOR'S OFFICE	KLAS, LLC DBA KLAS TV	HIGHWAY	\$18,000	
	Contract Description:	This is a new contract for the purpose of delivering information to our DMV customers that will allow them other options than standing in line.				
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 13475		
72.	810	DEPARTMENT OF MOTOR VEHICLES - DIRECTOR'S OFFICE	KVVU BROADCASTING CORP	HIGHWAY	\$14,950	
	Contract Description:	This is a new contract for the purpose of delivering information to our DMV customers that will allow them other options than standing in line.				
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 13505		
73.	810	DEPARTMENT OF MOTOR VEHICLES - DIRECTOR'S OFFICE	SOUTHERN NEVADA COMMUNICATIONS	HIGHWAY	\$18,025	
	Contract Description:	This is a new contract for the purpose of delivering information to our DMV customers that will allow them other options than standing in line.				
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 13496		
74.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	COMMUNITY SERVICES AGENCY OF WASHOE COUNTY/CACFP	OTHER: CAREER ENHANCEMENT PROGRAM	\$450,000	
	Contract Description:	This is a new intrastate interlocal agreement to provide training to improve the outcomes of public education, improve work opportunities for high-risk youth and increase college enrollment and completion rates for high-risk populations as required by the Jobs for America's Graduates model.				
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 13534		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
75.	960	SILVER STATE HEALTH INSURANCE EXCHANGE - SILVER STATE HEALTH INSURANCE EXCHANGE ADMINISTRATION	XEROX STATE HEALTHCARE, LLC	OTHER: FUNDING BREAKDOWN IN ATTACHED MEMO	\$71,963,299	
	Contract Description:	This is a new contract to provide a Business Operation Solution (BOS), in the form of a Software as a Service, to support the information technology and business function of the Silver State Health Insurance Exchange in order to begin enrolling people in health insurance by October 1, 2013. As part of the BOS, the vendor must also provide a call center that will provide assistance to individuals, employers, employees, and brokers prior to an individuals enrollment in commercial health insurance coverage offered through the Exchange.				
		Term of Contract:	Upon Approval - 12/31/2016	Contract # 13561		
76.	BDC	LICENSING BOARDS & COMMISSIONS - AUDIOLOGY & SPEECH PATHOLOGY	GL SUITE, LLC	FEE: LICENSING FEES	\$20,325	
	Contract Description:	This is a new contract to provide web-based licensing and regulatory software program and database, including technical support and maintenance for the licensing records.				
		Term of Contract:	Upon Approval - 12/31/2013	Contract # 13525		
77.	BDC	LICENSING BOARDS & COMMISSIONS - AUDIOLOGY & SPEECH PATHOLOGY	LORYLYNN LTD.	FEE: LICENSING FEES	\$147,395	
	Contract Description:	This is the first amendment to the original contract to provide executive director services. This amendment increases the contract amount from \$24,900 to \$172,295 to fund the contract services through the original term ending date of December 31, 2015 due to the continued need for these services.				
		Term of Contract:	01/01/2012 - 12/31/2015	Contract # 12942		

***14. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENTS**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 1.	MSA	VARIOUS STATE AGENCIES	CHAPMAN FINANCIAL SERVICES OF WASHINGTON, INC.	OTHER: VARIOUS	\$3,000,000	
	Contract Description:	This is a new contract which provides debt collection services to state agencies and political subdivisions with permission from the State Controller's Office.				
		Term of Contract:	Upon Approval - 07/31/2016	Contract # 13524		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 2.	MSA	VARIOUS STATE AGENCIES	COLLECTO, INC. DBA EOS CCA	OTHER: VARIOUS	\$3,000,000	
	Contract Description:	This is a new contract which provides debt collection services to state agencies and political subdivisions with permission from the State Controller's Office.				
		Term of Contract:	Upon Approval - 07/31/2016	Contract # 13526		
MSA 3.	MSA	VARIOUS STATE AGENCIES	HARRIS & HARRIS, LTD	OTHER: VARIOUS	\$3,000,000	
	Contract Description:	This is a new contract which provides debt collection services to state agencies and political subdivisions with permission from the State Controller's Office.				
		Term of Contract:	Upon Approval - 07/31/2016	Contract # 13533		
MSA 4.	MSA	VARIOUS STATE AGENCIES	LINEBARGER GOGGAN BLAIR & SAMPSON, LLP	OTHER: VARIOUS	\$3,000,000	
	Contract Description:	This is a new contract which provides debt collection services to state agencies and political subdivisions with permission from the State Controller's Office.				
		Term of Contract:	Upon Approval - 07/31/2016	Contract # 13528		

15. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

*16. FOR POSSIBLE ACTION – ADJOURNMENT

Notice of this meeting was posted in the following locations:

Blasdel Building, 209 E. Musser St., Carson City, NV
 Capitol Building, 101 N. Carson St., Carson City, NV
 Legislative Building, 401 N. Carson St., Carson City, NV
 Nevada State Library and Archives, 100 Stewart Street, Carson City, NV

Notice of this meeting was emailed for posting to the following location:

Capitol Police, Grant Sawyer State Office Building, 555 E. Washington Ave, Las Vegas, NV
 Brad Carson bcarson@dps.state.nv.us

Notice of this meeting was posted on the following website:

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

We are pleased to make reasonable accommodations for members of the public who are disabled and would like to attend the meeting. If special arrangements for the meeting are required, please notify the Department of Administration at least one working day before the meeting at (775) 684-0222 or you can fax your request to (775) 684-0260.

DETAILED AGENDA

July 13, 2012

1. PUBLIC COMMENTS

Comments:

*2. FOR POSSIBLE ACTION – APPROVAL OF THE JUNE 5, 2012 BOARD OF EXAMINERS’ MEETING MINUTES

Clerk’s Recommendation: I recommend approval.

Motion By: _____ Seconded By: _____ Vote: _____

Comments:

*3. FOR POSSIBLE ACTION – APPROVAL OF THE JUNE 13, 2012 BOARD OF EXAMINERS’ MEETING MINUTES

Clerk’s Recommendation: I recommend approval.

Motion By: _____ Seconded By: _____ Vote: _____

Comments:

*4. FOR POSSIBLE ACTION – REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE CONTINGENCY FUND

Pursuant to NRS 353.268, an agency or officer shall submit a request to the State Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Fund.

A. OFFICE OF THE STATE CONTROLLER – \$42,200

The Office of the State Controller is requesting an allocation of \$42,200 from the Interim Finance Committee’s Contingency Fund to fund a contract with Deloitte & Touche, LLP for an eXtensible Business Reporting Language (XBRL) technology solution for a Single Audit Reporting project.

Clerk’s Recommendation: I recommend approval.

Motion By: _____ Seconded By: _____ Vote: _____

Comments:

***5. FOR POSSIBLE ACTION – SALARY ADJUSTMENTS**

**Distribution of Salary Adjustments to Departments, Commissions and Agencies,
pursuant to Senate Bill 505, Sections 7, 8, of the 2011 Legislative Session.**

The 2011 Legislative Session made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet certain salary deficiencies for fiscal year 2012 that might be created between the appropriated money of the respective departments, commissions, and agencies and the actual cost of the personnel of those departments, commissions, and agencies that are necessary to pay for salaries. Under this legislation, the following amounts from the General Fund and/or Highway Fund are recommended:

BA #	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
1005	Agency For High Level Nuclear Waste	\$2,280	
2600	Department of Tourism and Cultural Affairs – Nevada Indian Commission	\$689	
4173	Department of Conservation and Natural Resources – State Lands	\$2,460	
	Total	\$5,429	

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments: _____

***6. FOR POSSIBLE ACTION – PROVIDER AGREEMENT**

A. Department of Health and Human Services – Division of Aging and Disability Services

The Division of Aging and Disability Services (ADSD) is requesting Board of Examiner approval of the services provider agreement and the provider application. ADSD will enlist contracted providers for the Homemaker Program, Community Options Program for the Elderly, Personal Assistance Program, Elder Protective Services Program, Assistive Technology for Independent Living, Senior and Disability RX for Part D prescription drug plans and Autism Treatment Assistance Program.

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments: _____

***7. FOR POSSIBLE ACTION – 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 – Emergency Management Division	1	\$7,700
Total:		\$7,700

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments:

***8. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A FORMER EMPLOYEE**

A. Department of Employment, Training & Rehabilitation (DETR)

Pursuant to Assembly Bill 240, Section 1, Subsection 2 – 3 of the 2011 Legislature, DETR requests authority to contract with a former employee, through a temporary service, for assistance with the department’s submittal of the 2013-2015 biennial budget request due on August 31, 2012. The term of assignment would be upon approval through September 30, 2012.

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments:

***9. FOR POSSIBLE ACTION – STATE ADMINISTRATIVE MANUAL**

The State Administrative Manual (SAM) is being submitted to the Board of Examiners’ for approval of additions in the following Chapter: **1500 – Purchasing.**

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments:

***10. FOR POSSIBLE ACTION – VICTIMS OF CRIME PROGRAM (VOCP) APPEAL**

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.

- A. **Virginia Macanany and Louise Long**
Ms. Macanany and Ms. Long are appealing their denial of their application for VOCP assistance. The appeal was denied due to ineligible crimes.

Recommendation: It is recommended that the Board uphold the denial of this claim.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments:

***11. FOR POSSIBLE ACTION – TORT CLAIM**

Approval of tort claim pursuant to NRS 41.037

- A. **United States of America on behalf of Arthur F. Ingram III – TC 16241**
Amount of Claim – \$473,166.92

Recommendation: The report recommended that the claim be paid in the amount of \$473,166.92.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments:

***12. FOR POSSIBLE ACTION – LEASES**

Six Statewide leases were submitted to the Board for review and approval.

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments:

***13. FOR POSSIBLE ACTION – CONTRACTS**

Seventy-Seven independent contracts were submitted to the Board for review and approval.

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments:

***14. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENTS**

Four master service agreements were submitted to the Board for review and approval.

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

15. BOARD MEMBERS’ COMMENTS/PUBLIC COMMENTS

***16. FOR POSSIBLE ACTION – ADJOURNMENT**

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

MINUTES

MEETING OF THE BOARD OF EXAMINERS

June 5, 2012

The Board of Examiners met on June 5, 2012, in the Guinn Room on the second floor of the Capitol Building, 101 N. Carson St., Carson City, Nevada, at 10:00 a.m. Present were:

Members:

Governor Brian Sandoval
Secretary of State Ross Miller
Clerk Jeff Mohlenkamp

Others Present:

Julia Teska, Department of Education
Heather Elliot, Department of Peace Officers Standard Training
Amy McKinney, Department of Motor Vehicles
Grant Nielson, Department of Employment, Training, and Rehabilitation
Gary Cardinal, University of Nevada Reno
William A.S. Magrath II, McDonald Carano Wilson LLP
Betsy Baker, Department of Business and Industry
Lisa Figueroa, Department of Business and Industry
Bill Maier, Department of Business and Industry
Shannon Chambers, Department of Business and Industry
David Schmidt, Department of Employment, Training, and Rehabilitation
Shannon Canfield, Department of Employment, Training, and Rehabilitation
Diane Comeaux, Department of Health and Human Services, Welfare and Supportive Services
Sue Smith, Department of Health and Human Services, Welfare and Supportive Services
Celestena Glover, Department of Administration, Budget Division
Steve Fisher, Department of Health and Human Services, Welfare and Supportive Services
Dave Stewart, Department of Health and Human Services, Welfare and Supportive Services
Linda Delooch, Department of Administration, Purchasing Division
Norman Allen, Attorney General's Office
Dennis Gallagher, Attorney General's Office
Nancy Baiman, Attorney General's Office
Alicia Lerud, Attorney General's Office
E.K. McDaniel, Department of Corrections, Director's Office
Bill Chisel, Department of Taxation
Michael Torvinen, Department of Health and Human Services
Clark Leslie, Attorney General's Office
Mark Costa, Department of Employment, Training, and Rehabilitation

PRESS

Sandra Cherub, Associated Press
Ed Vogel, Las Vegas Review Journal
Sean Whaley, Nevada News Bureau
Geoff Dornan, Nevada Appeal

1. PUBLIC COMMENTS

Comments:

Governor: Good morning. I'd like to call this Board of Examiner's meeting to order. Can you hear us loud and clear in Southern Nevada?

Unidentified Male Speaker: Yes, Governor, we can hear you.

Governor: Thank you. We'll begin with Agenda Item No. 1, public comment. Is there any member of the public who would like to provide public comment here in Carson City? Is there any member of the public in Southern Nevada that would like to provide public comment?

Unidentified Male Speaker: I don't think so.

Governor: Thank you.

*2. FOR POSSIBLE ACTION – APPROVAL OF THE MAY 8, 2012 BOARD OF EXAMINERS' MEETING MINUTES

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Thank you. We will move on to Agenda Item No. 2, approval of the May 8, 2012 Board of Examiners' Meeting Minutes. Mr. Secretary, do you have any questions or comments with regard to the Minutes?

Secretary of State: No, Governor.

Governor: Okay. Chair will accept a motion for approval of the May 2012 Board of Examiners' Meeting Minutes.

Secretary of State: I move to approve the Minutes.

Governor: I will second the motion. Any discussion with regard to the motion? Hearing none, all in favor, please say aye. Motion passes.

***3. FOR POSSIBLE ACTION – AUTHORITY TO PAY MINING CLAIM REFUNDS**

A. Department of Taxation – \$19,210

Pursuant to Senate Bill 493, Section 16.7 of the 2011 Legislature, the Department of Taxation must submit mining claim refund requests to the Board of Examiners for approval. The Department of Taxation is requesting authority to pay six refund requests totaling \$19,210.

Clerk’s Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Agenda Item No. 3. Mr. Mohlenkamp, authority to pay mining claim refunds.

Clerk: Thank you, Governor. Before the Board is a claim requested for the amount of \$19,210. This brings the balance available left essentially not refunded to date of about 1.2 million.

Governor: I know I ask this question often, Mr. Mohlenkamp. When is the deadline for seeking these refunds?

Clerk: Yeah. And the deadline is at the end of this biennium, so that would be June 30, 2013.

Governor: So there’s still a lot of time. I have no further questions. Any questions, Mr. Secretary?

Secretary of State: No, Governor.

Governor: Chair will accept a motion to approve the authority to pay mining claim refunds in the sum of \$19,210.

Secretary of State: So moved.

Governor: I will second the motion. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Motion passes.

***4. FOR POSSIBLE ACTION – APPROVAL TO PAY A CASH SETTLEMENT**

Pursuant to NRS 41.037, the State Board of Examiners may approve, settle or deny any claim or action against the State, any of its agencies or any of its present or former officers, employees, immune contractors or State Legislators.

A. Department of Transportation – Administration – \$5,900

This is an eminent domain action filed by the Nevada Department of Transportation (NDOT) to acquire a land parcel of 8,880 square feet (.20 acre) from Khoury Leasing for use as part of a

turnabout on State Route 227 (Lamoille Highway) in Elko County. Negotiations resulted in a cost of .60 per square foot, plus accumulated interest for a total lump sum settlement of \$5,900.

Clerk's Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

B. Department of Transportation – Administration – \$19,000

This is an eminent domain action filed by the Nevada Department of Transportation (NDOT) to acquire three parcels from Spring Creek Association for use as part of a turnabout on State Route 227 (Lamoille Highway) in Elko County. Negotiations resulted in lump sum settlement of \$19,000, including land value and accumulated interest.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State _____ **Seconded By: Governor** _____ **Vote: 2-0** _____

Comments:

Governor: Agenda Item No. 4, Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before the Board is a request by the Department of Transportation for two separate cash settlements. The first one is an eminent domain action, and the request is in the amount of \$5,900. The second is once again an eminent domain action, and this for the sum of \$19,000.

Governor: Thank you, Mr. Mohlenkamp. I have no questions. Mr. Secretary?

Secretary of State: No, Governor.

Governor: The Chair will accept a motion for approval to pay a cash settlement in two separate sums, one for \$5,900, the other for \$1,900.

Secretary of State: So moved.

Governor: I'll second the motion. Any questions on the motion? Hearing none, all in favor, please say aye. Motion passes.

***5. FOR POSSIBLE ACTION – REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE CONTINGENCY FUND**

Pursuant to NRS 353.268, an agency or officer shall submit a request to the State Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Fund.

A. Department of Public Safety – Nevada Highway Patrol – \$15,766

The Nevada Highway Patrol is requesting an allocation of \$15,766 from the Interim Finance Committee Contingency Fund to cover costs associated with visiting dignitary protection. The requested funding will allow the Division to reimburse the Governor's Protection and Highway Patrol budgets for costs incurred when securing visiting dignitary.

Clerk's Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

B. Department of Corrections – High Desert State Prison and Northern Nevada Correctional Center – \$31,880

The Department of Corrections is requesting an allocation of \$31,880 from the Interim Finance Committee Contingency Fund to cover two pending stale claims:

1. High Desert State Prison - Military Leave for fiscal years 2008, 2009 and 2010 in the amount of \$23,950
2. Northern Nevada Correctional Center - A hearing decision for salaries owed in fiscal year 2010 in the amount of \$7,930

Clerk's Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

C. Department of Employment, Training and Rehabilitation – Employment Security Division – \$23,900,000 in SFY 2012 and \$40,100,000 in SFY 2013

Pursuant to Assembly Bill 484, Sections 3 and 4 (2011 Session), the Division is requesting an allocation of \$23,900,000 in SFY 2012 and \$40,100,000 in SFY 2013 from the Interim Finance Committee's Contingency Fund for interest payments due to the federal government for the loan made available to the state upon depletion of Nevada's Unemployment Compensation Fund.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State _____ **Seconded By: Governor** _____ **Vote: 2-0**

Comments:

Governor: Agenda Item No. 5, Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before the Board are three separate requests for Interim Finance Committee contingency fund allocations. The first is the Department of Public Safety, and this is requesting an amount of \$15,766 to provide dignitary protection. And I want to provide that this is visiting dignitary protection, and you have a detailed schedule of those events that they have provided coverage at which is triggering this request.

The second is with regard to High Desert State Prison Northern Nevada Correctional Center. There are two separate requests. The first is for contingency fund allocation to cover military leave costs related to an individual for three separate years, 2008, 2009 and 2010, totaling \$23,950, and a second is for salaries related to a hearing officer decision for 2010 in the amount of \$7,930.

We have a third item on here, and this is, you know, much larger dollars. This is, as you may recall, we received an extension from the federal government on the payment of our interest on the amounts due to an employment insurance trust. This is coming back before the Board, and it will have to go back before the Interim Finance Committee. The amount requested is \$23,900,000 for fiscal year '12. And since we're nearing fiscal year '13, we're also requesting that amount, and that's \$40,100,000.

Governor: First, Mr. Mohlenkamp, we've provided for this in our budget, correct?

Clerk: That's correct. This was an allocated amount that will be paid out of the contingency fund.

Governor: And this is actually interest payments?

Clerk: This actually -- yes, it is. It's interest payments that are due -- the balance of the actual loan amount varies obviously, but it's been in the range of \$800 million for some time now.

Governor: Any questions, Mr. Secretary?

Secretary of State: No, Governor.

Governor: Hearing none, the Chair will accept a motion for approval of the request as described in Agenda Item 5A, B and C.

Secretary of State: So moved.

Governor: I'll second the motion. Any further discussion on the motion? Hearing none, all in favor, please say aye. Motion passes.

***6. FOR POSSIBLE ACTION – REQUEST FOR HIGHWAY FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE CONTINGENCY FUND**

Pursuant to NRS 353.268, an agency or officer shall submit a request to the State Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Fund.

A. Department of Motor Vehicles – Central Services – \$39,313

The Department of Motor Vehicles, Central Services Division is requesting an allocation of \$39,313 from the Interim Finance Committee's Highway Contingency Fund for one new position for the License Plate Factory.

Clerk's Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

B. Department of Business and Industry – Transportation Authority – \$37,802

The Department of Business and Industry, Transportation Authority is requesting an allocation of \$37,802 from the Interim Finance Committee's Highway Contingency Fund due to an anticipated shortfall in the Personnel Services category.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State _____ **Seconded By: Governor** _____ **Vote: 2-0** _____

Comments:

Governor: Agenda Item No. 6, Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before the Board are requests for highway fund contingency allocations. You have two in front of you. The Department of Motor Vehicles is requesting allocation to cover a position that will help them move the -- well, currently, as you know, NSP is closed, but the license plate factory still operates within the old prison. They are using minimum security inmates to do that. For a longstanding practice they were using medium security inmates that were long-term workers. They're moving away from being reliant on inmate specialty skills, and they're going to be hiring a graphic design artist to basically do all these special plates and designs that they do. This will not only allow them to move forward and to continue to use minimum security inmates, but also be conducive to a relocation of that tag plan which we expect to incur next biennium. The second item is Transportation Authority and they are requesting allocation of \$37,802, and this is related to a shortfall in their personnel services category.

Governor: And with regard to 6A, Mr. Mohlenkamp, my understanding is all of those skills with regard to the graphic design now reside with an inmate?

Clerk: Yeah, you know, my prior employment I was over at the Department of Corrections, and when I discovered that, one of the things that we realized is that we really needed to rectify that because while inmates certainly can provide some great labor, I don't think it's probably prudent to be reliant on that skill set for some specialized things that DMV needs to make sure that they do not lose. And in this case, I think the director of DMV was very receptive to that.

Governor: And is -- will the inmate be training the new employee?

Clerk: I think I'm going to have to defer that question to others.

Governor: I don't think I want an answer. I have no further questions. Mr. Secretary?

Secretary of State: With regard to the Transportation Authority, it looks like about \$30,000 of their potential shortfall results from the fact that they have an employee in step ten which was budgeted at a step three. Do have any reason -- do you have any idea how that could have happened, Mr. Mohlenkamp?

Clerk: We did receive a response from the agency on that. In this particular case, we had an individual that was essentially I believe on the lay-off list, and they came off the lay-off list at a step ten. I believe that's the situation. I think we have representatives from the agency here though to be able to any questions, maybe down in Las Vegas.

Unidentified Male Speaker: Thank you, Mr. Mohlenkamp, Governor. Actually, I'm from the Director's Office of Business and Industry. The agency doesn't have a representative here. It's my understanding though that that is the case.

Secretary of State: And when you bring in somebody from the lay-off list that was previously at a higher step level, you have to bring them in at the higher pay; is that right?

Unidentified Male Speaker: Yes. And actually in this case there was an individual there that was at the higher grade, and he moved into the step. The other position was laid off. That's exactly what happened. The way these budgets are built is they're built for maximum savings as well as that position, this division also had vacancy savings built in as well that added about \$60,000 to the shortfall.

Secretary of State: Just for my own edification, I think I had a misunderstanding as to what the rules were. I thought if you were on the lay-off list and there was a position that was open, you would have to agree to the lower step level, or otherwise pass on the position, but that's not the case?

Unidentified Male Speaker: No. In this case there was a -- the position that moved into the agency -- the position that was bumped out had seniority rights and was able to bump down into the lower position, and the position was eliminated.

Clerk: And, Mr. Secretary, I may not have my information totally clear on that. Whether the person was actually laid off or bumped down in lieu of a layoff, I'm not exactly clear on the facts here.

Unidentified Male Speaker: I believe that's the case, yes, that the individual was bumped down in lieu of a layoff. And unfortunately then they bumped out the individual that was in the position that was at a lesser step.

Secretary of State: I thought if you bumped down, you would have to accept the lower pay though at whatever step level the position was currently budgeted at. Are you saying that that's not the case, that they have the latitude to increase the step level to a step ten in this instance?

Unidentified Male Speaker: Oh, actually, that's a good question. I don't know. I apologize.

Figueroa: Good morning. I'm Lisa Figueroa with the...

Governor: Ms. Figueroa.

Figueroa: I'm sorry.

Governor: Thank you. If you'd repeat...

Figueroa: I'm Lisa Figueroa with the Department of Business and Industry. Regarding this agency, the position had two -- the agency had two positions equivalent classifications. The position that was eliminated was at a step three. The incumbent in the step ten position, which was eliminated, I'm sorry, I'm confusing matters here, that person bumped into the other position control number which is the same classification. So it was a lateral bump. They therefore got to maintain their step ten.

Governor: Any further questions? Thank you very much. Any further questions with regard to Agenda Item No. 6?

Secretary of State: No, Governor.

Governor: The Chair will accept a motion to approve the request as provided in Agenda Item 6A and B.

Secretary of State: Second. I'm sorry. So moved.

Governor: All right. I'll second the motion. Any further discussion on the motion? Hearing none, all in favor, please say aye. Motion passes.

***7. FOR POSSIBLE ACTION – SALARY ADJUSTMENTS**

Distribution of retirement buyouts and terminal leave for eliminated positions to Departments, Commissions and Agencies, pursuant to Assembly Bill 487 of the 2011 Legislative Session.

The 2011 Legislative Session made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet certain salary deficiencies created by the elimination of positions resulting in a layoff and consequently a payment for employee retirement buyouts and terminal leave payouts. Under this legislation, the following amounts from the General Fund and/or Highway Fund are recommended:

BA #	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
2666	Commission on Post Secondary Education	\$1,562	
3922	Department of Business and Industry Transportation Services Authority		\$26,281
	Total	\$1,562	\$26,281

Clerk's Recommendation: I recommend approval.

Motion By: Item Pulled

Seconded By:

Vote:

Comments:

Governor: Mr. Mohlenkamp, my understanding is Agenda No. 7 has been taken off?

Clerk: Yes, Governor. We have a posting issue with this. We'll get it corrected. I did want to comment to the Board that we will have a special Board of Examiner's meeting on June 13 and we will get this item back on that special BOE. I believe it's been coordinated with all your calendars.

***8. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A FORMER EMPLOYEE**

A. Department of Education

Pursuant to Assembly Bill 240, Section 1, Subsection 2 - 3 of the 2011 Legislature, the Department of Education requests authority to contract with a former employee for assistance with Distributive School Account (DSA) payments.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Move on then to Agenda Item No. 8.

Clerk: Thank you, Governor. Before the Board is one request for authorization to contract with a former employee. This is the Department of Education. They are seeking to have a former employee come back for a short-term basis to provide some specialized training with regard to how the distributive school account payments are organized, and that's, as you know, a very complicated area and since it's such a short term, I think it's a very reasonable request.

Governor: Thank you, Mr. Mohlenkamp. I'm a little unclear with regard to the explanation from the Department of Education that's dated May 9, 2012. In the last paragraph it says to allow for brief period of training anticipated to be one day.

Clerk: I believe we have a representative here, and I'm not sure if that's a misprint, or whether - because it says April 14 to August 14, but I'm not sure if it's just August 14. We'll let...

Governor: Good morning.

Teska: Good morning. I'm Julia Teska. I'm actually the person taking over doing the distributive school account administration for the department, and there's actually two components to this. By statute the department was required to recalculate and re-estimate the 2013 basic support amounts, based on updated property tax information. At the time that that statutory deadline was occurring, both the top fiscal positions at the department were vacant, and it was determined that it was in the best interest of everyone to have the former DSA administrator come in and handle that responsibility. So he did some recalculations of the fourth quarter payments for the current year, the re-estimations for the 2013 amounts, and then he is also -- so he did some work prior to beginning on the April 14th date, and then he is also going to come back and give -- it's not going to be on a single day, but it amounts to approximately one day's worth of training to me so that we can ensure that there's a correct and continued distribution of the funds to the districts. So, sorry that wasn't clear.

Governor: I understand. Thank you very much. Any further questions?

Secretary of State: No, Governor.

Governor: The Chair will accept a motion to approve the authorization to contract with a former employee.

Secretary of State: So moved.

Governor: I'll second the motion. Any questions or further discussion on the motion? Hearing none, all in favor, please say aye. Motion passes.

***9. FOR POSSIBLE ACTION – VICTIMS OF CRIME 2012 3rd QUARTER REPORT AND FY 2012 4th QUARTER RECOMMENDATION**

NRS 217.260 requires the Board of Examiners to estimate available revenue and anticipated claim costs each quarter. If revenues are insufficient to pay anticipated claims, the statute directs that claim payments must be reduced proportionately. The Victims of Crime Program Coordinator recommends paying the Priority 1 & 2 claims at 100% and Priority 3 claims at 100% of the approved amount for the 4th quarter of FY 2012.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Mr. Mohlenkamp, Agenda Item No. 9.

Clerk: Thank you, Governor. Before the Board is the quarterly report from the Victims of Crime unit. They are recommending that we allow payment for both priority one, two and also three claims at a hundred percent. This would still allow the maintenance of a very significant reserve that would balance forward. I would point out that in your commentary or in the dialogue, it does talk about a reduction in federal funds that's anticipated going forward, and so I think that's something we'll have to watch on an ongoing basis if that materializes and the federal funds are reduced. Then we may have to watch this a little more closely going forward. Currently there's pretty adequate reserves to carry forward and balance and help us out next year as well.

Governor: So are we proceeding with the assumption that we will have lesser funding in the future, in other words, being more conservative with the amount that we pay out now in anticipation of less money later on?

Clerk: I think that this still allows for a fairly significant reserve to carry forward. I think it's in excess of \$2 million that's actually being added to the reserves this year, and so I believe that, yeah, they're still being conservative, but my comment is that as we start to see federal funds decline, it may be that we can be less lenient with regard to those priority three claims, but I don't think we're there yet.

Governor: I have no further questions. Mr. Secretary?

Secretary of State: No, Governor.

Governor: The Chair will accept a motion for approval of the Victims of Crime 2012 third quarter report and FY 2012 fourth quarter recommendation.

Secretary of State: So moved.

Governor: Second the motion. Any further discussion on the motion? Hearing none, all in favor, please say aye. Motion passes.

***10. FOR POSSIBLE ACTION – 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 Administration – Public Works Division – Building and Grounds Division	1	\$32,500
Department of Business and Industry – Industrial Relations	2	\$53,022
Peace Officer Standards and Training	1	\$5,600
Total:		\$91,122

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Mr. Mohlenkamp, Agenda Item No. 10.

Clerk: Thank you, Governor. Before the Board are three separate requests for purchase of vehicles. The first is to Public Works Division for one vehicle, Department of Business and Industry two vehicles, and Peace Officer Standards and Training for a single vehicle. I have no comments other than all of these vehicles are appropriate at this time.

Governor: Thank you. I have no further questions. Mr. Secretary?

Secretary of State: No, Governor.

Governor: The Chair will accept a motion for approval of the state vehicle purchase as described in Agenda Item No. 10.

Secretary of State: So moved.

Governor: Second the motion. Any further discussion on the motion? Hearing none, all in favor, please say aye. Motion passes.

***11. FOR POSSIBLE ACTION – STATE ADMINISTRATIVE MANUAL**

The State Administrative Manual (SAM) is being submitted to the Board of Examiners' for approval of additions in the following Chapter: **1600 – Information Technology.**

Clerk's Recommendation: I recommend approval.

Motion By: Item Pulled

Seconded By:

Vote:

Comments:

Governor: Mr. Mohlenkamp, Agenda Item No. 11 I understand has been removed from the Agenda.

Clerk: Thank you, Governor. I had some discussions with the administrator, and he has some concerns over some of the language changes, so I'd like to pull this and revisit this maybe possibly at another time.

***12. FOR POSSIBLE ACTION – TORT CLAIM**

Approval of tort claim pursuant to NRS 41.037

- A. Parker Nelson & Associates Client Trust Account – TC 15717
Amount of Claim - \$450,000**

Recommendation: The report recommended that the claim be paid in the amount of \$450,000.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Thank you. And we will move on to Agenda Item No. 12.

Clerk: Thank you, Governor. Before the Board is a tort claim payment request. This is a settlement in the amount of \$450,000. I believe representatives from both the Department of Corrections and the Attorney General's office are here if you have any questions.

Governor: Is the Attorney General's office representative here?

Lerud: Good morning. Alicia Lerud and Nancy Baiman on behalf of the office of Attorney General, and E.K. McDaniel on behalf of the Department of Corrections.

Governor: Good morning. Will you provide some background with regard to this tort claim?

Lerud: This tort claim arises from a lawsuit that was filed arising from the death of an inmate that occurred in November of 2009. The inmate passed away during the course of a cell extraction that was necessary in order to administer psychiatric meds.

Governor: And there has been a -- this is in litigation, correct?

Lerud: Yes, Governor. This was -- the lawsuit was filed in October of 2011, and we reached settlement in this matter in April of this year.

Governor: How far -- or how close to trial -- where were we in the process in terms of litigation?

Lerud: We were about midway through discovery. Some discovery deadlines had been kicked out. And through the course of discovery enough facts came that a jury could have found the department liable in this matter. Based on similar cases nationwide, liability it appeared to be in the range of \$350,000 to 3.5 million. And some of the claims in this matter were brought under the federal civil rights statute which if a jury was to find the department liable, we could have also been liable for attorneys' fees and costs. And at the time of settlement, Mr. Parker had already -- he was right in the range of \$160,000 in attorneys' fees and costs which also played into the settlement.

Governor: So at least in your estimation, the upper limit of exposure was 3.6 million?

Lerud: 3.5.

Governor: Plus attorneys' fees.

Lerud: 3.5 plus attorneys' fees, yes.

Governor: And was this settlement the result of an independent negotiation, or was this a settlement conference before a judge, or a product of mediation?

Lerud: We used a private mediator in this matter.

Governor: Do you believe that this settlement is in the best interests of the state?

Lerud: Yes, I do, Governor.

Governor: I have no further questions. Mr. Secretary? Hearing no further questions, thank you very much, Chair will accept a motion for payment of the tort claim in the amount of \$450,000.

Secretary of State: So moved.

Governor: Actually, I apologize, Ms. Lerud. May I ask you one more question?

Lerud: Of course.

Governor: This settlement includes attorneys' fees and is the final closure to this case? This includes a Release of all Claims against the State of Nevada?

Lerud: Yes. The total settlement is in the amount of \$450,000, and that includes attorneys' fees and costs, and there will be no further litigation arising from this matter.

Governor: Thank you very much. I apologize, Mr. Secretary. Chair will accept a motion for approval of payment of the tort claim in the sum of \$450,000.

Secretary of State: So moved.

Governor: Second the motion. Any further discussion on the motion? Hearing none, all in favor, please say aye. Motion passes.

***13. FOR POSSIBLE ACTION – LEASES**

Six statewide leases were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Mr. Mohlenkamp, Agenda Item No. 13, leases.

Clerk: Thank you, Governor. Before the Board are six leases for consideration. The first from the Taxicab Authority, the second the Nevada Film Office, the third is the Board of Massage Therapists, then we have Mental Health Developmental Services, Child and Family Services,

and Welfare and Supportive Services. I point out that a couple of these contracts are showing some meaningful savings, and so we continue to be able to see some of those savings. And I'm not sure how long it will continue, but right now I'm enjoying it.

Governor: As an I, Mr. Mohlenkamp. For example, lease number five, there's a five-year total savings of \$470,000, lease four \$25,000, lease three \$78,000. So I think that's incredibly significant. I do have a question with regard to lease number one, the Taxicab Authority. I see Mr. Harvey in Southern Nevada. Are you there, sir?

Harvey: Yes, Governor.

Governor: My only question is, I understand the need to move locations, and it's better for you to be in this location in terms of servicing your constituency. There's a furnishing cost of \$121,000 and a data cost of \$170,000, and I just was -- I'm asking for a few more specifics with regard to those expenses.

Harvey: Governor, you're asking about the furnishing?

Governor: Yes, yes, excuse me.

Harvey: Okay. Where appropriate the Taxicab Authority is looking to utilize existing furniture, however, most of the furniture that we have is broken and held together by nails. So we're looking to -- that furniture would not stand up to being disassembled and reassembled at our new facility, so we're needing to purchase new furniture for some of our employees. In addition, we have a request for file storage, and our current file storage is at full capacity, and it's no longer sufficient. It's currently in a room that has to be left open because of the heat in the room. This room also houses our servers, and it's not secure and it's located next to our -- the drivers that come into our office. That file storage system would be a space-saving system that would provide us with storage space well into the future and meet our needs for a lockable file storage system.

Governor: So is that storage system included in the data \$170,000 figure?

Harvey: It's not included in the data -- one second.

Governor: And for your benefit, I'm looking -- I don't know if you have the same sheet that I have. I'm looking at page two of two on your lease information document that was provided.

Harvey: Okay, Governor. The data has to do with mainly the phone system that's in our current facility that is a shared phone system with some of the other agencies that are co-located. We would not be able to take that phone system with us, so we would need to purchase a new system. And I see we have representatives from the Director's office in Carson City who could speak on that.

Governor: Thank you. And I just -- these numbers jumped off the page, and so that's the reason I'm asking these questions today.

Unidentified Female Speaker: If I can add regarding the filing system, I believe the spreadsheet you're looking at does have it reflected under what you would think is to be data column, but no it technically is under furnishings. So it's just on the wrong sheet. The column that you're looking at I believe is for anticipated needs within the next three to five or seven years, and so basically they are at full capacity with the filing system so they would need to purchase additional filing and secure it (inaudible).

Governor: And the furnishings, do you have anymore specifics? \$120,000 for furnishings.

Unidentified Female Speaker: As Administrator Harvey had indicated, currently they're utilizing old desks that are three by five desks -- wood desks with drawers. They're not lock capable, and they do have investigative position where they do need that ability to do so, as well as they are, although not technically law enforcement officers, they have equipment as such, so that needs to be able to be maintained in a secure location as well.

Maier: And if I can add as well, I'm also (inaudible) from the Director's office. My name is Bill Maier. Director Harvey has also developed work stations right now that most of his positions are investigators, so they're moving into cubicle work stations. There's about 25 -- I think there's 29 spaces, but there's 25 within the bid. And then he's also developed an area for testing stations, and those are custom made as well so that it could -- so that licensees that come and test and take the driver's test can be reviewed by the individuals that are working at the front counter. So there's -- so it includes that as well.

Governor: All right. I understand. Again I just get this top line figure. We are using Nevada vendors for this?

Maier: Yes, sir.

Governor: I have no further questions. Thank you very much. Thank you, Mr. Harvey. Any questions, Mr. Secretary?

Secretary of State: (Inaudible).

Governor: Chair will accept a motion for approval of the leases one through six within Agenda Item No. 13.

Secretary of State: So moved.

Governor: Second the motion. Any questions on the motion? Hearing none, all in favor, please say aye. Motion passes.

***14. FOR POSSIBLE ACTION – CONTRACTS**

Ninety-six independent contracts were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Move on to Agenda Item No. 14. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before the Board are 135 contracts. I wanted to point out that Contract No. 59 and Contract No. 122 need to be removed from the Agenda. No. 59 will be reconsidered by the Board at the special meeting, and No. 122 has been removed at the request of the agency.

Governor: Thank you, Mr. Mohlenkamp. I have questions with regard to Agenda Item 4, 8 through 19, 40, 42, 45, and because those other two were withdrawn, that's all I have. Mr. Secretary, did you have any contracts (inaudible)? And 115. All right. We'll begin with Contract No. 4. Good morning, Mr. Magrath.

Magrath: Good morning, Governor Sandoval, Secretary of State Miller. My name is Bill Magrath. I'm a partner in McDonald Carano Wilson. I am the responsible attorney for this particular matter, and I'm prepared to answer any questions you have. I'm prepared to give you a summary of the status of the litigation also.

Governor: And, Mr. Magrath, I have no questions with regard to the specifics of the litigation. I see Mr. Monroe here. I think he's anticipating what my question is, is that we are spending a significant amount of money, and this isn't questioning the amount of your legal fees, but in this particular case for the university system that comes out of our contingency fund, and I've always -- perhaps this question has been answered before, but why is the state paying the university's attorneys' fees, and is there a mechanism for reimbursement of those monies?

Monroe: For the record, Keith Monroe. This is how the state has always handled these special contracts pursuant to statute. Mr. Magrath may correct me, but I believe this contract has been in effect since '05 or '06.

Magrath: That's correct. The original contract special counsel agreement was instituted in 2005. Unfortunately, this litigation has continued, and just last week petitions for writs of certiorari were filed in the United States Supreme Court, which will require two responses. But we're this close to the end of this case, and we have obtained a judgment for over \$1,141,000 against the attorney and Dr. Hussein, and hope that we can collect that at least from the attorney as we proceed.

Governor: And again, Mr. Magrath, I know you've done a great job, and we -- and these are tight budget times, and I guess my question is more for Mr. Monroe, is that is this something that will be ongoing in terms of -- this isn't the only case. We've had other items on our Agenda for BOE for the payment of attorneys' fees, and I don't mean to pick on the university system (inaudible), but we have millions of dollars that are going out in this regard.

Monroe: For the record, Keith Monroe. I had the opportunity to talk with Director Mohlenkamp before the meeting about whether or not an effort should be made to change the reimbursement schedule with respect to these types of contracts, and I think that's a good discussion that can be had. I'm not sure a resolution can be reached, but I think a good discussion can be had. With respect to this contract, Mr. Magrath referenced a million dollar in sanctions. I believe it's appropriate, pursuant to this contract to make it a requirement that any funds recovered by returned to the statutory contingency fund.

Mohlenkamp: Governor, if I might add, after you asked these questions, we looked into this on a more global basis, notwithstanding this one contract, but looking at in general. As you know, the Attorney General's office, you know, for their own staff, is allocated out to all the various funding sources in the state, and there's a cost allocation methodology that works. With special counsel, which is under NRS 41, they're paid out of the statutory contingency fund, but there is no current mechanism where we've recaptured that or had those costs spread out. So there's not only the potential reimbursement when we have a sanction or a settlement or something of that nature, but there's also the ability to out -- that we need to look at the ability to allocate costs related to these services out to the various funding sources, so it's not just the general fund picking up the tab, and that's something I'm starting to work in earnest on right now.

Governor: Thank you, Mr. Mohlenkamp. And I don't want any of my questions to be interpreted in any way of being critical of the Attorney General's office because I've been there. I know that there are limited resources and there are major litigations that just aren't the available attorneys to handle that, and McDonald Carano firm is a very well-respected firm that does great work.

Monroe: Yeah. No. For the record, Governor, we're not taking any of your questions that way. This was a really unique case back in '05, and -- where university counsel was challenged as to some of their decisions, and so we think it was a good decision to get somebody independent, and through the course of the litigation, now that it's coming to an end, very unusual for a federal judge to sanction the parties a million dollars. I'm not saying it hasn't been done before, but I'm not aware of it, and so that might give an indication of how unique the circumstances were in this case, and I think we work very well with McDonald Carano, had a good free flow of information, as well with the university, and I think the just result happened in this case.

Governor: No. I'm -- yeah, I'm aware of the representation in this case, and there is some other examples of sanctions that have been assessed against this individual, but in any event, I have no further questions, and I'll follow up with Mr. Mohlenkamp. Mr. Secretary, any questions on this one? Thank you, Mr. Magrath.

Magrath: Thank you, Governor.

Governor: Next were Contracts 8 through 19. Good morning. And by way of background, I understand that historically the state has entered into these contracts with individual attorneys to provide professional services as hearing officers, and each one of them is for \$350,000, and I know that not each one of them will be paid \$350,000. But to get to the nut of the question is,

will there come a day where we need to do this in-house, or do we continue to pay out attorneys fees?

Easton: For the record, Lee-Ann Easton, Human Resource Administrator. Yes. We are currently researching the possibility of doing an in-house hearing officer signing. We currently do have a \$350 contract maximum, not to exceed total for all 12 hearing officers.

Governor: Oh, so it's \$350,000...

Easton: Total.

Governor: ...globally.

Easton: Globally.

Governor: Okay. All right. I didn't know that.

Easton: And we haven't ever come close -- I can give you a couple little -- in FY '11 it was \$180,000 total.

Governor: And do we measure how they're doing? I mean, do you...

Easton: Yes, we do. We have stats that we provide to the Personnel Commission upon reappointment of these hearing officers.

Governor: And how do you decide who is going to be a hearing officer on a particular case? Do you give the litigants a list of possible hearing officers and they have an opportunity to knock off those that they would prefer not to have hear the case?

Easton: Yes. What we do is we go through the stats and we provide the Personnel Commission a listing of all the hearing officers, and it's up to them. We recommend who we feel that they would want to interview based on their stats, but then we also let the hearing officers know that they can request an interview, and the Personnel Commission are the ones that appoint the hearing officers. And Shelley could probably provide further.

Blotter: Thank you. Shelley Blotter, Deputy Administrator. I believe the question you had is how was a particular hearing officer assigned to the case, and we provide a list of five hearing officers. We have six that primarily serve in the north and six in the south, and then both parties have the opportunity to strike names. And if there are names left on that list after they each are able to strike two, then we assign the hearing officer that has the least caseload. So that it's always trying to balance out over time.

Governor: Thank you very much. That's all I have. Mr. Secretary, did you have any questions? Good morning again, Ms. Teska.

Teska: Good morning.

Governor: Will you provide more detail with regard to Contract No. 40?

Teska: Contract No. 40 is for an outside consultant to come in and over the next couple of months really look at the resources and the structure of the Department of Education in relationship to what should we be doing and are we properly positioned to do that. There's really not been a thorough outside evaluation. I know as superintendants have come on board they have done their own restructuring, but Dr. Guthrie felt that this was a good time to take a look at -- to get some outside influence on, you know, given our priorities, Dr. Guthrie's priorities, are we properly structured to accomplish those. And that's what these folks are supposed to do. They're supposed to get us a result. I feel sorry for them a little bit because they're supposed to get us a result by the end of July so that we can incorporate any of their recommendations into our agency request budget.

Governor: Have they agreed that they'll get it done by that time?

Teska: They seem to think that they will.

Governor: Then moving on to Contract 42, I was just curious about what exactly is monitoring visits for the 21st Century Community Learning Center Program is.

Teska: I apologize. I don't have a great deal of information on this, but most of our grants require some sort of actual field visits to sub-grantees or to those agencies we give the money to, to ensure that there's compliance in terms of the program that's being operated and is in compliance with the terms of the grant. Sometimes, and I apologize, I don't know the case for this particular grant, there are times where the grant specifically stipulates that it must be an outside entity that does the monitoring.

Governor: And thank you. I just was curious what this 21 Century Community Learning Center is.

Teska: You know, I don't actually have that information with me, but I'd be happy to get that.

Governor: If you could supplement later on. I'm not questioning the propriety of the contract. I was just curious reading the detail that there are several schools that are funded, and I want to know essentially what the mechanics are of what that program does.

Teska: Absolutely. I will get that information to you.

Governor: Okay. Mr. Mohlenkamp, Contract 45.

Clerk: Thank you, Governor. Before the Board is this request to extend out the second amendment. And what this does is library archives goes out and they acquire -- they have a company that goes out and acquires periodicals and brings the information in as a database that can be used by those people in Nevada. What was interesting to find out when we started doing a little research -- I started doing a little research is how much of this is used by the educational

system. It was interesting to find out that there's literally hundreds of thousands of hits of uses of this within the educational system and other parties. And so -- because I initially questioned this as part of my department, and initially questioned, no, that seems like a lot of money, but really the extensive use by the education K-12 and even into higher ed is pretty substantial here.

Governor: Mr. Mohlenkamp, more specifically, I think the figure you gave me was pretty astounding about the number of uses that it has.

Clerk: And I apologize, I don't have the details in front of me. I had that when I met with you, but I don't have it know. Yeah, it's pretty significant, and I was -- once I found out how extensively these databases are used by different groups, it made a lot of sense to me.

Governor: Thank you. We'll move on to Contract 115, Department of Motor Vehicles. Good morning, Mr. Breslow.

Breslow: Good morning, Governor.

Governor: Or Director Breslow, I should say, excuse me.

Breslow: You can call me anything you like.

Governor: Will you provide a little detail with regard to this contract?

Breslow: I'd be happy to. For the record, my name is Bruce Breslow. I'm the Director of the Department of Motor Vehicles. So -- and, Mr. Secretary, good to see you.

Secretary of State: Good to see you.

Breslow: My staff will shoot if I don't point out at first that the Off Highway Vehicle Program is not a program of the Department of Motor Vehicles, but we are assisting the OHV commission chaired by Paul Jackson. In this case, this contract was part of an RFP through state purchasing. The company that was selected was called ITI. The contract and the program begin in July. Nobody knows how many off-highway vehicles there are in the State of Nevada. The group that brought this forward to the legislature wanted to use Utah as a model, so this number, the dollar figure you see here is based on that model. It's not a contract that we're obligated to pay in total. It's a two-year contract. This is how it works. For every person that registers an off-highway vehicle, \$1.72, which goes to printing the registration decal and then mailing it to the person, would go to this company that has those contracts. For every title that they print and mail, it's .70 cents, and for drafting, printing the renewal notices and mailing them out is .56 cents. So based on the estimated numbers of what they pulled out of the State of Utah, if every one of those numbers came through in Nevada, and everybody registered under the law their off-highway vehicle, the total amount over two years would fall under this number and this contract. So it's similar to the DMV in the box process in which it's paid for by the user, by the people who are registering it. It's not a check that the state is writing. It comes out of the registration and titling fees.

Governor: And how do we define off-highway vehicles?

Breslow: Well, it's a little embarrassing for me that I can't give you every answer, but dirt bikes, snowmobiles, quads. Since this program was developed, I kept telling my staff that they're going to be the experts on this and not me, and then I saw my name here called today, so it's -- I knew this day was going to come. But there are specific other off-highway vehicles that I don't know the name of. Dune buggies, things like that, that fall under this category. It does not include watercraft. So beginning July 1 the public will have one year to register their existing vehicle. So members of the public may not rush all out that first month to register. They may wait until the final month to register. It's a registration by mail. You go through the OHV dealers to get a VIN inspection. And on vehicles that don't have VIN numbers or don't have serial numbers, will have come into a DMV for an inspection, and we will stamp or issue a number to that vehicle. For new vehicles, rather than buy them in another state and skirt the tax consequences, there's no incentive to do that now. So hopefully to the dealers in Nevada that sell these sort of recreational vehicles, they'll be registering them at point of sale for the customer, and again, the DMV portion of it is our back office will process with this company the titles.

Governor: Will there be an effort to put out PSAs to make people aware of this responsibility?

Breslow: Governor, Bruce Breslow again for the record. Yes. There are all small contracts with billboard companies and radio stations around the state that will begin in July, along with public service announcements. Everyone in our offices will have a little card that they can hand out to customers telling them how to go about registering an off-highway vehicle. We will provide that same thing to all the dealers in the state that they can help educate their customers as well.

Governor: Thank you, Mr. Breslow. And before you leave, I wanted to congratulate you for becoming a part of the Smithsonian Institution. It's my understanding that the Smithsonian has made an official request for the license plates for the autonomous vehicle.

Breslow: Thank you very much. Yes. Nevada will be part of the historic display. It's the evolution of the automobile, and the U.S. History Museum in the Smithsonian. They had the original Darpa Challenge vehicle that was donated to them. The Defense Department put up funds for testing unmanned vehicles, and the progression to which we're going to see, as you know, the State of Nevada approved the first testing license which will be a red license plate to Google, and there are other auto manufacturers that have expressed interest in doing testing in Nevada as well that we expect to see. Once the vehicles are actually sold by a manufacturer to a customer, or certified by a third-party certification facility and licensed in Nevada, the green plates will go on the car. That means the car should have the capability of all of the pertinent rules of the road. I don't anticipate you seeing a green plate for a little while. If you do, call me. The red plates though should be visible in the state starting this week, I believe.

Governor: This week?

Breslow: Google has their plate, so they'll be doing testing on the Las Vegas Strip and in Carson City. And my -- I've been told that they are trying to develop an attraction to create awareness of this somewhere in Las Vegas, and that they are operating -- they have brought some staff to Las Vegas to work on this project and a couple other projects.

Governor: Thank you very much.

Breslow: Thank you.

Governor: Any questions, Mr. Secretary?

Secretary of State: No, Governor. I understand these off-highway vehicle meetings have been fairly contentious, so I'm glad that you and Paul Jackson have to deal with.

Breslow: No. Let me clarify. Bruce Breslow again for the record. Not our program.

Governor: Thank you. And I skipped over a contract, I apologize. Contract 52. Director Willden? Good morning, Mr. Willden, or Director Willden.

Willden: Good morning, Governor.

Governor: And this is a big sum in terms of the amount of money involved. Would you please provide some background with regard to the contract?

Willden: Thank you again, Governor. For the record, I am Mike Willden. I serve as the Director of Health and Human Services. Item 52 and 53 actually are related. They are the continuing work of the department to implement what we call the eligibility engine which is related to the Affordable Care Act, or Health Care Reform. The one-page chart that I handed out to you, you may have seen a couple times before in presentations, but the box in the middle of that chart is the eligibility engine. If you will, the black box that we are developing that will handle eligibility-related issues for health care reform. You can see in that box in there that it's sort of the interfacing machinery software between the Medicaid program and all the eligibility rules that welfare runs to make people Medicaid eligible, and then the Silver State Health Insurance Exchange. This is roughly a \$33 million project over -- from now to fiscal year '17.

The contract before you in Item 52, the actual design development implementation of the eligibility engine is being awarded Deloitte Consultants. That contract is for \$24.7 million. And then Item 23 is a contract being awarded to Public Consulting Group who is what we call our IV&V contractor, and IV&V stands for Independent Validation & Verification, or kind of the quality control contractor that reports to state management and the federal government as to whether the project is on time, on budget, being implemented properly. The Board may also remember that in February you approved a contract with IBM for I think it was around six or \$700,000 to convert our NOMADS, which is our welfare eligibility system code from CSP which stands for Cross System Product to a code called EGL which is Enterprise Generation Language, and that's being done, so it's a three-stage process, update our code, which is

underway at IBM, Deloitte would start the design development and implementation of the eligibility engine, and PCG will be the quality control vendor.

Governor: Thank you, Director Willden. We are -- in the first week of June there is a case before the United States Supreme Court that is considering the constitutionality of the Affordable Care Act. If it is found unconstitutional in total, what effect or consequence will it have on these contracts? And I know you're not an attorney, but if you have anything that you could provide to the Board, that'd be helpful.

Willden: Thank you again, Governor. The contract has termination clause language in all these contracts. And one of the things we've been insistent on with our vendors is that, you know, we don't know how the Supreme Court will rule. I mean, they could find the Affordable Care Act unconstitutional in its entirety, so we have language in I think it's Section 10B of the contracts that basically say if state or federal funding ceases, then we immediately fund out of the contract. We would serve these vendors notice that game's over, if you will, and there would be sort of a quick wrap up, you know, whatever incurred costs they had we would have to pay, but we would end the work on the project. There's also language in the contract that allows for modification of the contract, that let's say the Supreme Court rules that parts are unconstitutional, but parts will go forward and we may have to repackage the work that's being done. Then we would open up negotiations with state purchasing and others to repackage the contract and make adjustments there. So I think between the scope of work in section ten of the contract, we're, if you will, safe either way the Supreme Court rules.

Governor: Yeah, that was going to be my next question, Director Willden, was that we're covered regardless of the outcome of the case?

Willden: I believe so, Governor. Obviously, we've had the discussions with these vendors that they know the risk that we all are facing right now. We've spent a lot of time gearing up, and whichever way the Supreme Court rules, we're prepared to either stop, retool or let the horses loose.

Governor: Thank you, Director Willden. Any questions, Mr. Secretary?

Secretary of State: Can you describe a little bit about how the federal funding comes into play with this? I mean, if hypothetically the Affordable Care Act was thrown out in court, is there any risk to the state that we would have bills that we had anticipated paying with federal funds that the funds may disappear and the feds may not forward that payment in order for us to meet our obligations?

Willden: Thank you for the question. The work for the Affordable Care Act is primarily being funded through an organization that we call (inaudible), which is the Center for Information and Computer stuff. I can't remember what that acronym stands for, but it's the federal agency that oversees the implementation of the Affordable Care Act. And so all the work being done today has been funded through a series of four or five grants that the state has received, millions of dollars worth of grants, and the eligibility engine and the IV&V contractor are partially funded through that federal agency, and that funding -- there's a cost allocation process between three

funding sources. (Inaudible) which is the federal agency in charge of the Affordable Care Act, CMS which is the oversight agency for Medicaid, and then there's also some TANF related money which is temporary assistance to needy families. And so in this cost allocation process, we have various federal funding sources, and a small amount of state match that is required. These projects we're talking to today again have this about \$27 million, about four percent of that is state general fund, the rest is federal dollars.

So if the (inaudible) funding, the Affordable Care Act funding goes away, we've had that question many times with them, they will pay for stuff up until the date that the Supreme Court rules that, you know, it's no longer allowable, and then they would fund wrap up costs. So we're not at risk for any of the work we've done for the last 2 years and 13 months. I mean, in good faith we obtained grants, they've awarded grants and we've been doing the work that the current law says we're supposed to do. And so in good faith we're not at risk. That's been made very clear to us. But once the Supreme Court rules, again, either we stop, retool or finish the project in the next two years.

Secretary of State: Just so I'm clear, so hypothetically, if they did come down with a Supreme Court decision invalidating the program, if Deloitte, for example, took six months to invoice us for the work that had already been performed, the wrap up costs would be included in your understanding. The feds wouldn't pay for that. There wouldn't be an immediate cessation of the ability to pay those funds with the federal funding that we had anticipated.

Willden: Yes. We wouldn't allow Deloitte to take six months, but, yes, whatever length of time it takes to wrap up the costs, and we believe that we have the authority through the federal grants we've obtained to pay the wrap up costs.

Governor: Thank you, Director Willden. I have no further questions with regard to Agenda Item No. 14, contracts. The Chair will accept a motion for approval of Contracts 1 through 135, excepting Contracts 59 and 122.

Secretary of State: So moved, Governor. I have a brief disclosure with regard to Contract No. 15. The contractor is my Chief Deputy Secretary of State's father, but I don't believe -- I've been previously advised by the Attorney General's office that should not preclude me from voting. So moved (inaudible).

Governor: The Secretary of State has made a motion for approval of Contracts 1 through 135, excepting Contracts 59 and 122. I will second the motion. Any questions with regard to the motion? Hearing none, all in favor, please say aye. Motion passes.

15. INFORMATION ITEM

A. Department of Administration – Overtime Report

Comments:

Governor: Mr. Mohlenkamp, Agenda Item No. 15.

Clerk: Thank you, Governor. Before the Board is an informational item which is actually an overtime report. We're actually supposed to be providing this to you quarterly, and I apologize that since I've been here, we have not. This is the first report since I've taken this position. In my defense, we were trying to do a lot of work to try and automate these processes to make sure we had good numbers for you and reports that can be replicated on a regular ongoing basis.

So what you have is four-page report providing for an overview of overtime statewide. And on Page 1 is essentially a summary sheet, and what you will see is that the overtime incurred by the state for the first three quarters, so this is June through September 30 of each of the respective years, Fiscal Year '12 being the year that we're in -- I'm sorry, this is through March 31. June through March 31. We are at 3.08 percent of our base pay, and that's the way it's calculated. You take base pay and then we identify the amount of overtime. Keep in mind that this is looking at overtime for pay and overtime for comp. Some previous reports that have been out there in the past only looked at pay. I thought it would be more appropriate to look at it globally, all overtime for any type of compensation. And that compares to 2011 favorably. We're slightly down. That was 3.14 percent, and then in fiscal year '10 for the same period of time, it was 3.5 percent. So overall our overtime is down compared to the last two fiscal years that are presented. And then you will see also on Page 1 is showing those with the highest percentage of their base pay overtime, and those with the highest percentage as a percentage of the total pay and their highest in the number of dollars. So some of these are no surprise. The Department of Corrections is at the top of the list. They run 24/7 facilities. The Department of Public Safety also 24/7. Transportation not a big surprise. Then you'll see some others down there.

When you go to the next page, it provides a little bit of a different perspective. Now we are saying those that have had the largest increases or decreases in overtime, and we've taken essentially the top five for those, and show it on a quarter-by-quarter basis. And I'll get in a moment to why I think that's important. And then you'll see at the bottom of that page is a cumulative amount that takes those quarters. And so we're talking about those that now have increased are showing increases or decreases from a prior year.

Now, if you go forward to the last two pages, it just provides detail on all of the different departments, and these happen to be stratified using percentage of base pay as the key definer. You can do them by dollar amount or any other parameters that are identified here. What's interesting to me, and what I'd like to point out on an over -- the last page basically does the same thing, but shows it comparative from year to year. So it does the same stratification. Third page is showing you on a quarter-by-quarter basis so you can see some of the seasonality that's (inaudible), and then that very last page shows a comparative year to year to see -- so you can see where all departments are ranking compared to where they were in the prior year.

The thing that I wanted to point out, and I haven't -- I know that there was no request for any agency representatives to be here specifically to testify, is that I think there's a -- by some people there's a conception that overtime is a bad thing. And excessive overtime certainly is, but what we want to do is work a budget division working with the departments to analyze these numbers on a going forward basis to identify the optimum amount of overtime. Because there's some cases where it's just fiscally prudent, it's business prudent to have some levels of overtime

because you don't want to be staffing up if you have peak seasons, for example, fire season, budget season or whatever it happens to be. You don't want staff up year round for some things that are seasonal in nature. There's other cases where we use intermittent employees or temporary employees in order to mitigate over time. So what I think this provides is a good overview and a good jumping off point for a more in depth analysis of some of these overtimes that are either seasonal or consistent, and to identify maybe where those optimum levels need to be.

Governor: Thank you, Mr. Mohlenkamp. I really appreciate the presentation, the way it's been provided. It's very informative for me. And you said our overtime is down overall compared to the past two years, but did you find anything within state government that you found to be of a concern based on the findings of this report?

Clerk: You know, Governor, there were some concerns early on. I have to say having come from the Corrections Department that the first two quarters they had some pretty high overtime, but they were very -- they were explainable. You know, they were closing down a prison, they were holding positions vacant, and I think because of those situations, they're overtime peaked higher for those first two quarters. Now, it did come down in the third quarter, and so I think that the closing of the prison a little bit early had a positive impact of bringing that overtime down.

Some of the things are seasonal in nature. We haven't had a chance to really dive into details about where that optimum level of staffing is. There's a few areas where we may look and we may come back to you and say, you know, because of the consistency of the overtime, it makes sense to address that through maybe adding some positions in certain areas or reallocating resources. In other areas we may come back and say actually it's more cost effective to probably actually increase the overtime to the extent that it makes sense, if there's such a seasonal nature of the expenditures. I haven't done that full analysis, but we intend to work on that. I think that's a project that I actually look forward to.

Governor: Thank you very much. Mr. Secretary, any questions?

16. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

Comments:

Governor: Any Board member comments?

Secretary of State: Briefly with regard to scheduling, Governor. I'm having a potential scheduling conflict for the July meeting. My office didn't know we'd moved it from the second Tuesday to the first Tuesday, and I hear through the grapevine that the Attorney General may not make it. So if that's the only day that works for you, I'll certainly keep working my schedule to try to make it there, but if there's any way of finding another date, that would be helpful.

Mohlenkamp: Governor, I'll look for a reschedule date that works for all the Board members if possible.

Governor: Is there any public comment here in Carson City? Anyone in Southern Nevada who'd like to provide public comment?

***17. FOR POSSIBLE ACTION – ADJOURNMENT**

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: The Chair will accept a motion for adjournment.

Secretary of State: So moved.

Governor: Second the motion. Any questions on the motion? Hearing none, all in favor, please say aye. Motion passes. This meeting is adjourned. Thank you, ladies and gentlemen.

Respectfully submitted,

JEFF MOHLENKAMP, CLERK

APPROVED:

GOVERNOR BRIAN SANDOVAL, CHAIRMAN

ATTORNEY GENERAL CATHERINE CORTEZ MASTO

SECRETARY OF STATE ROSS MILLER

MINUTES
MEETING OF THE BOARD OF EXAMINERS

June 13, 2012

The Board of Examiners met on June 13, 2012, in the Guinn Room on the second floor of the Capitol Building, 101 N. Carson St., Carson City, Nevada, at 10:00 a.m. Present were:

Members:

Governor Brian Sandoval
Attorney General Catherine Cortez Masto
Secretary of State Ross Miller
Clerk Jeff Mohlenkamp

Others Present:

Katie Armstrong, Attorney General's Office

PRESS

Sean Whaley, Nevada News Bureau

1. PUBLIC COMMENTS

Comments:

Governor: Good morning, everyone. I'd like to call this special meeting of the Board of Examiners to order. All members are present. I'll first ask for public comment. Is there any member of the public here in Carson City that would like to provide public comment? Hearing none, we will move on to the next item of the Agenda.

***2. FOR POSSIBLE ACTION – REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE CONTINGENCY FUND**

Pursuant to NRS 353.268, an agency or officer shall submit a request to the State Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Fund.

A. DEPARTMENT OF CORRECTIONS – HIGH DESERT STATE PRISON AND NORTHERN NEVADA CORRECTIONAL CENTER

The Department of Corrections requests an allocation of \$911 from the Interim Finance Committee Contingency Fund to cover a pending stale claim:

High Desert State Prison - Military Leave for fiscal year 2010 in the amount of \$911.

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General Seconded By: Secretary of State Vote: 3-0

Comments:

Governor: Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before the Board is a request for an allocation from the Interim Finance Committee Contingency Fund for \$911. This is actually a continuation of what you saw in the last Agenda. We had a dollar amount that was actually incorrect. When we went back to calculate how much we needed to pay the individual for their military leave, we were \$911 short, so this rectifies it, so going before IFC we'll have the proper amount.

Governor: Thank you, Mr. Mohlenkamp. Any questions with regard to this Agenda item? Hearing none, the Chair will accept a motion for approval for the allocation of \$911.

Attorney General: Move for approval.

Secretary of State: Second.

Governor: There's a motion by the Attorney General, second by the Secretary of State. Any questions or comments on the motion? Hearing none, all in favor, please say aye. Motion passes unanimously.

***3. FOR POSSIBLE ACTION – SALARY ADJUSTMENTS**

Distribution of Salary Adjustments to Departments, Commissions and Agencies, pursuant to Senate Bill 505, Sections 7, 8, of the 2011 Legislative Session.

The 2011 Legislative Session made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet certain salary deficiencies for fiscal year 2012 that might be created between the appropriated money of the respective departments, commissions, and agencies and the actual cost of the personnel of those departments, commissions, and agencies that are necessary to pay for salaries. Under this legislation, the following amounts from the General Fund and/or Highway Fund are recommended:

BA #	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
2666	Commission on Post Secondary Education	\$1,562	
3922	Department of Business and Industry, Transportation Services Authority		\$26,281
	Total	\$1,562	\$26,281

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General Seconded By: Secretary of State Vote: 3-0

Comments:

Governor: Mr. Mohlenkamp, the next item on the Agenda.

Clerk: Thank you, Governor. This item was held off the prior Agenda because of a posting issue. We have now the correct Senate Bill and this is 505. And in your materials you'll see that we have also corrected to identify that what this provides for is when the Governor's recommended budget went over and it had a five percent cut for the pay for employees. When the legislature passed their budget, it was a 2.5 percent reduction, and then six furloughs, which amounts to a 4.8 percent reduction. Instead of putting the money back in all the representative budgets, the agency budgets, they set money aside to allow for the Board of Examiners to be able to allocate that should the agencies come up short or identify shortfall in their personnel or category 01. In this case, you have two agencies in front of you, Commission on Post-Secondary Education and then business and industry transportation services authority. The first is coming out of the general fund adjustment funds, and the second out of the highway adjustment funds. You will see more of these next month as we start -- as agencies get closer to being ready to close their budgets and doing their analysis.

Governor: Thank you, Mr. Mohlenkamp. Any questions from Board members with regard to Agenda Item No. 3? Hearing none, the Chair will accept a motion for approval for the adjustments as outlined in that Agenda item.

Attorney General: Move for approval.

Secretary of State: Second.

Governor: Motion by the Attorney General for approval, second by the Secretary of State. Any questions or comments on the motion? Hearing none, all in favor, please say aye. Motion passes.

***4. FOR POSSIBLE ACTION – CONTRACT**

One independent contract was submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General Seconded By: Secretary of State Vote: 2-0

Comments:

Governor: We will move on to Agenda Item No. 4. Mr. Mohlenkamp?

Clerk: Thank you, Governor. The Board has one contract before them. This was held out of the last Agenda to ensure that we have a quorum in order to properly consider this contract. This is with the Department of Health and Human Services, the Division of Welfare, and it's a contract with Children's Cabinet. This is a second amendment to an existing contract. This does have a sole source approval through the purchasing division. And in your documents you'll indicate -- you'll find that this is one of the very only sizeable groups that can provide this service in the Northern Nevada area, and so they have awarded that sole source on this matter.

Governor: Thank you, Mr. Mohlenkamp. I am disclosing that my -- the first lady, Kathleen Sandoval, is a long-time employee of the Children's Cabinet. She will not personally benefit in any way as a result of this contract, but in an abundance of caution, I am going to recuse from participating in this Agenda item. I'll turn it over to the Secretary of State.

Secretary of State: Any questions about Agenda Item No. 4?

Attorney General: No.

Secretary of State: Hearing none, I'll accept a motion for approval of a contract in the amount of \$2,146,789.

Attorney General: Move for approval of Item No. 4.

Secretary of State: Second. Any comments or questions about the motion? Hearing none, all those in favor, signify by saying aye. Motion passes unanimously.

Governor: Thank you, Mr. Secretary.

5. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

Comments:

Governor: Any Board member comments? Any public comments? Hearing none, this meeting is adjourned. Thank you.

***6. FOR POSSIBLE ACTION – ADJOURNMENT**

Comments:

Motion By: Secretary of State Seconded By: Attorney General Vote: 3-0

Respectfully submitted,

JEFF MOHLENKAMP, CLERK

APPROVED:

GOVERNOR BRIAN SANDOVAL, CHAIRMAN

ATTORNEY GENERAL CATHERINE CORTEZ MASTO

SECRETARY OF STATE ROSS MILLER

Brian Sandoval
Governor



Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

**STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION**

Budget Division

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

Date: June 8, 2012

To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration

From: Katrina Nielsen, Budget Analyst IV

A handwritten signature in black ink, appearing to read "Katrina Nielsen".

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. An analysis of the action item and recommendation is also provided.

OFFICE OF THE STATE CONTROLLER

Agenda Item Write-up:

REQUEST FOR ALLOCATION FROM THE CONTINGENCY FUND

Pursuant to NRS 353.268, the Office of the State Controller is requesting an allocation of \$42,200 from the Interim Finance Committee's (IFC) Contingency Fund to fund a contract with Deloitte & Touche, LLP.

Additional Information:

The eXtensible Business Reporting Language (XBRL) technology solution for Single Audit Reporting project was legislatively approved for \$50,000 in FY 2012 through decision unit E276. The Controller's Office received BOE approval on March 13, 2012 to contract with Deloitte & Touche, LLP for \$50,000. The contract was effective upon approval through July 31, 2012.

Since then, delays in the project execution have occurred causing the need to submit an amendment extending the contract term to July 31, 2013 in order to allow sufficient time for project completion and testing. Therefore, the Controller's Office has submitted a Contingency Fund request for FY 2013 equal to the projected contract balance to be reverted in FY 2012 (reference FY 2013 Work Program C24038).

#4

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Statutory Authority:


NRS 353.268

NRS 353.268 Recommendation by State Board of Examiners for allocation from Contingency Account.

1. When any state agency or officer, at a time when the Legislature is not in session, finds that circumstances for which the Legislature has made no other provision require an expenditure during the biennium of money in excess of the amount appropriated by the Legislature for the biennium for the support of that agency or officer, or for any program, including the State Distributive School Account in the State General Fund, the agency or officer shall submit a request to the State Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Account.

2. The State Board of Examiners shall consider the request, may require from the requester such additional information as they deem appropriate, and shall, if it finds that an allocation should be made, recommend the amount of the allocation to the Interim Finance Committee for its independent evaluation and action. The Interim Finance Committee is not bound to follow the recommendation of the State Board of Examiners.

(Added to NRS by 1969, 1016; A 1971, 879; 1987, 417)

<p>REVIEWED: _____ </p> <p>ACTION ITEM: _____</p>
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**OFFICE OF THE
STATE CONTROLLER**

MEMORANDUM

6 June 2012

TO: Jeff Mohlenkamp, Board of Examiners
FROM: Susan Hart, Chief Deputy Controller
SUBJECT: Request for SFY 13 Contingency Funds
Contract # 13038

The Board approved the above-referenced contract for \$50,000 between the State Controller's Office and Deloitte and Touche, LLC, at its March, 2012 meeting. Since the contract was formed, some delays have been experienced in its execution and the contract has been extended through July 31, 2013, to make certain that sufficient time is available on the contract so the project may be completed and tested. A copy of the contract and the amendment are included with this submission.

The project seeks to create a base reporting taxonomy in Extensible Business Reporting Language (XBRL) for State financial reporting through automation of the State's Single Audit reporting system. Completion of the project will save a great deal of time and resources for the State in producing reports for the Single Audit. Ultimately there will be other statewide uses for the reporting taxonomy as well.

The Controller's Office is funded by the General Fund and cannot request that the anticipated remaining balance of \$42,200 at the close of SFY 12 be forwarded to SFY 13. Instead, this request for approval of \$42,200 in Contingency Funds for SFY 13 is hereby respectfully submitted from the State Controller's Office, Budget Account 1130, to the Board of Examiners for approval.

State Capitol
101 N. Carson Street, Suite 5
Carson City, Nevada 89701-4786
(775) 684-5750
Fax (775) 684-5696

www.controller.nv.gov

Grant Sawyer State Office Building
555 E. Washington Avenue, Suite 4300
Las Vegas, Nevada 89101-1071
(702) 486-3895
Fax (702) 486-3896

3

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: **13038** Amendment Number: **1**
 Agency Name: **CONTROLLER'S OFFICE** Legal Entity Name: **Deloitte & Touche LLP**
 Agency Code: **060** Contractor Name: **Deloitte & Touche LLP**
 Appropriation Unit: **1130-26** Address: **111 South Wacker Drive**
 Is budget authority available?: **No** City/State/Zip: **Chicago, IL 60601**
 If "No" please explain: The contract funding is available in SFY 2012 but will revert at fiscal year end. Therefore, extension of this contract is contingent upon BOE and IFC approval of a Contingency Fund request. Contact/Phone: **Scott Rosenfeld or Jeff Hansen 312-486-1200**
 Vendor No.: **T81073408**
 NV Business ID: **NV19971000173**

To what State Fiscal Year(s) will the contract be charged? **2012-2014**

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	100.00 %	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 final approval? **No** or b. other effective date **03/13/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **07/31/2012**

Contract term: **1 year and 140 days**

4. Type of contract: **Contract**

Contract description: **SARF XBRL Reporting**

5. Purpose of contract:

This is the first amendment to the original contract, which provides a streamlined collection, validation, and aggregation of Single Audit Reporting Forms data and increases efficiency of Schedule of Expenditures of Federal Awards reporting using XBRL. This amendment extends the termination date from July 31, 2012 to July 31, 2013 to allow time for completion and testing.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$50,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$0.00
4. New maximum contract amount:	\$50,000.00
and/or the termination date of the original contract has changed to:	07/31/2013

II. JUSTIFICATION

7. What conditions require that this work be done?

Currently the Single Audit Reporting Form reporting is done utilizing a manual process. By including the XBRL, Single Audit Reporting Form reporting from the agencies could become automated, and all reported numbers would be verified through ADVANTAGE.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees at the Controller's Office or elsewhere in the State lack the required expertise in XBRL to implement a project of this scope. **4**

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?

Deloitte & Touche LLP did a Grant Management Program at the Department of Agriculture in 2008. They have the expertise required for this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:
LLP

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aecho	06/06/2012 09:17:57 AM
Division Approval	aecho	06/06/2012 09:18:01 AM
Department Approval	aecho	06/06/2012 09:18:05 AM
Contract Manager Approval	aecho	06/06/2012 09:18:16 AM
Budget Analyst Approval	Pending	

5

Section A1: Line Item Detail by GL
 Budget Account: 1130 CONTROLLER - CONTROLLER'S OFFICE

Item No.	Description	Actual 2009-2010	Work Program 2010-2011	L01 Year 1 2011-2012	L01 Year 2 2012-2013
E276	BEST USE OF TECHNOLOGY				
REVENUE					
2501	APPROPRIATION CONTROL	0	0	50,000	0
	TOTAL REVENUES FOR DECISION UNIT E276	0	0	50,000	0
EXPENDITURE					
26	INFORMATION SERVICES				
7061	CONTRACTS - A	0	0	50,000	0
	TOTAL FOR CATEGORY 26	0	0	50,000	0
	TOTAL EXPENDITURES FOR DECISION UNIT E276	0	0	50,000	0
	TOTAL REVENUES FOR BUDGET ACCOUNT 1130	0	0	50,000	0
	TOTAL EXPENDITURES FOR BUDGET ACCOUNT 1130	0	0	50,000	0

6

AMENDMENT # 1 TO CONTRACT

Between the State of Nevada
Acting By and Through Its
State Controller's Office

And
Deloitte & Touche, LLP

RECEIVED

JUN 06 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original contract, resulting from Request for Proposal # N/A, and dated 3/13/2012 attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. ** The contract ending date is extended from July 31, 2012 to July 31, 2013 to allow time for completion and testing.

Current Contract Language:

** This contract shall be effective upon Board of Examiners' approval through July 31, 2012, unless sooner terminated by either party as specified in paragraph ten (10).

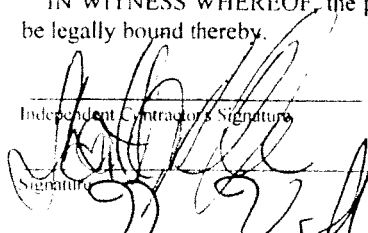
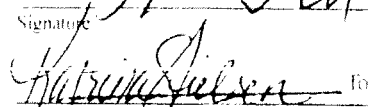
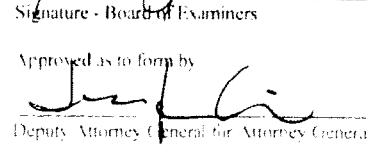
Amended Contract Language:

** This contract shall be effective upon Board of Examiners' approval through July 31, 2013, unless sooner terminated by either party as specified in paragraph ten (10).

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

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

Independent Contractor's Signature  Signature	Date <u>5/31/2012</u> Date	Independent's Contractor's Title <u>Director Deloitte & Touche LLP</u> Title <u>Controller</u>
Signature  Signature - Board of Examiners for Jell Mohlenkamp	Date <u>6-4-12</u> Date	APPROVED BY BOARD OF EXAMINERS On _____ (Date) On <u>6/4/12</u> (Date)
Approved as to form by  Deputy Attorney General for Attorney General		

Approved July 8, 2012

7

K. Nelson 3/6/12
CJB 3/6/12

#3

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: **13038**

Agency Name: **CONTROLLER'S OFFICE**
Agency Code: **060**
Appropriation Unit: **1130-04**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **Deloitte & Touche LLP**
Contractor Name: **Deloitte & Touche LLP**
Address: **111 South Wacker Drive**
City/State/Zip: **Chicago, IL 60601**
Contact/Phone: **Scott Rosenfeld or Jeff Hansen 312-486-1200**
Vendor No.:
NV Business ID: **NV19971000173**

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

CONTROLLER'S OFFICE

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
Anticipated BOE meeting date: **03/2012**

MAR 22 2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/31/2012**

Contract term: **151 days**

4. Type of contract: **Contract**

Contract description: **SARF XBRL Reporting**

5. Purpose of contract:

This is a new contract to provide the Nevada State Controller's Office with a streamlined collection, validation, aggregation of Single Audit Reporting Forms data and increase efficiency of Schedule of Expenditures of Federal Awards reporting using XBRL.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,000.00**

Other basis for payment: not to be invoiced more than once per month as work progresses

II. JUSTIFICATION

7. What conditions require that this work be done?

Currently the Single Audit Reporting Form reporting is done utilizing a manual process. By including the XBRL, Single Audit Reporting Form reporting from the agencies could become automated, and all reported numbers would be verified through ADVANTAGE.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees at the Controller's Office or elsewhere in the State lack the required expertise in XBRL to implement a project of this scope.

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):

8

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Deloitte & Touche LLP did a Grant Management Program at the Department of Agriculture in 2008. They have the expertise required for this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLP

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aecho	01/31/2012 08:45:06 AM
Division Approval	aecho	01/31/2012 08:45:10 AM
Department Approval	aecho	01/31/2012 08:45:13 AM
Contract Manager Approval	aecho	01/31/2012 08:45:21 AM
Budget Analyst Approval	knielsen	03/01/2012 15:30:50 PM
BOE Agenda Approval	jburry	03/05/2012 08:57:00 AM
BOE Final Approval	Pending	

CONTROLLER'S OFFICE

MAR 22 2012 9

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

Office of the State Controller
101 N. Carson Street, Suite 5
Carson City, NV 89701-4786
Contact: Susan Hart
Tel. (775) 684-5658 / Fax. (775) 684-5695
E-mail: shart@controller.state.nv.us

and

Deloitte & Touche LLP
111 South Wacker Drive
Chicago, IL 60601
Contact: Scott Rosenfelder
Tel. (312) 486-2763
E-mail: srosenfelder@deloitte.com

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, 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.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year. "Current State Employee" means a person who is an employee of an agency of the State. "Former State Employee" means a person who was an employee of any agency of the State at any time within the preceding 24 months.

3. **CONTRACT TERM.** This Contract shall be effective upon Board of Examiners' approval (anticipated to be April 2, 2012) through July 31, 2012, unless sooner terminated by either party as specified in paragraph ten (10).

4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

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: SCOPE OF WORK OUTLINED IN THE ENGAGEMENT LETTER; and
ATTACHMENT BB: INSURANCE SCHEDULE

RECEIVED

MAR 06 2012

CONTROLLER'S OFFICE

MAR 22 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) with the total Contract not to exceed \$50,000. Services may be billed not more than once per month as the work progresses. 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 results 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 the 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 the Contractor. However, Contractor's failure to timely bill is not a breach under this Contract.

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 paragraph.

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.

d. Limitations. Any records, contracts, books, documents, reports and/or other materials made available by Contractor under this Section 9 (collectively "Records") are the proprietary Records of Contractor and may be redacted by Contractor to the extent necessary to protect any of its proprietary information unrelated to the purposes of this Section 9 and to avoid any unnecessary invasion of personal privacy. Moreover, the Records (including copies thereof) shall not be disclosed, in whole or in part, by any party conducting any inspection, examination, review, or audit pursuant to this Section 9, to any person or entity other than in furtherance of the purposes of this Section 9.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

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 claim(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. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor breaches any of its obligations under the terms of this Contract, or

- ii. 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
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If the State breaches any of its obligations under this Contract and any such breach impairs Contractor's ability to perform; or
 - v. 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
 - vi. 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. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within thirty (30) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- 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 paragraph survive termination:
- i. Contractor shall account for and properly present to the State all claims for fees and expenses and the State shall promptly pay those Services which are performed through the effective date of termination, in all material respect, in conformance with the terms of this Contract and otherwise not subject to set off under this Contract;
 - ii. 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;
 - iii. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

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. It is specifically agreed that reasonable attorneys' fees shall include, without limitation, one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

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, consequential, special, indirect, incidental, or exemplary loss, damage, or expense, relating to or arising under, this Contract. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor (except for the State's payment obligations under Section 10(f) above), for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred percent (100%) of the contract maximum "not to exceed" value. Contractor's intentional tort liability shall not be limited. The provisions of this Section 12 and Section 30 and 31 shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence).

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 and the excused party has had a reasonable time to recover.

14. INDEMNIFICATION. 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 alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall

be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

		<u>Contractor's Initials</u>	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	<u>SP</u>	_____
2.	Will the Contracting Agency be providing training to the independent contractor?	_____	<u>SP</u>
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	<u>SP</u>	_____
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?	_____	<u>SP</u>
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?	_____	<u>SP</u>
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?	_____	<u>SP</u>
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?	_____	<u>SP</u>

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, 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.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor; which the State will do in a prompt and timely manner.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the 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 the 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 with respect to Contractor's activities under this Contract. 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 ten (10) 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.

General Requirements:

- a. **Additional Insured:** By endorsement to Contractor's 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 liability arising from the Contract.
- b. **Waiver of Subrogation:** With the exception of professional liability, 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 the Contractor.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **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.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall not be cancelled or non renewed without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency by the Contractor and Contractor shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract.
- f. **Approved Insurer:** Each insurance policy shall be:
 - 1) 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
 - 2) Currently rated by A.M. Best as "A-VII" or better.

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. 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 Insurance Coverage, section noted above.

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 General Requirements, subsection a above.

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 sub-contractors, 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.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain, at its expense, 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 will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law (but, for the avoidance of doubt, excluding any software or hardware related licenses and fees). 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. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

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 or duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

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. 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:

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 the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), 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 subcontractors 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 contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, 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, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product 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.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.

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MAR 22 2012

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. NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES. Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.

29. ASSIGNMENT OF ANTITRUST CLAIMS. Contractor irrevocably assigns to the State any claim for relief or cause of action which the Contractor now has or which may accrue to the 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 to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to the State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

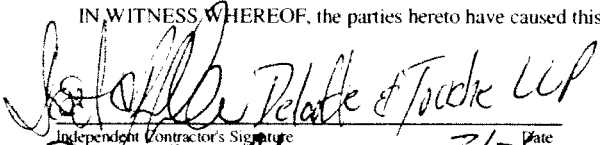

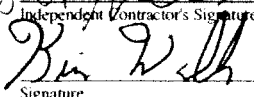
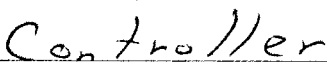
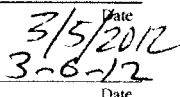
30. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

31. NO THIRD PARTY BENEFICIARIES. Nothing contained in this Contract is intended to confer upon any person (other than the parties hereto) any rights, benefits, or remedies of any kind or character whatsoever, whether in contract, statute, tort (such as negligence), or otherwise, and no person shall be deemed a third-party beneficiary under or by reason of this Contract.

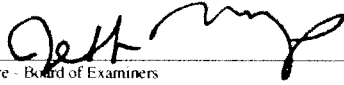
32. SURVIVAL. Those terms, rights and obligations contained in this Contract which are intended by their nature or by implication to survive this Contract, will survive the completion or termination of this Contract.

33. 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 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.

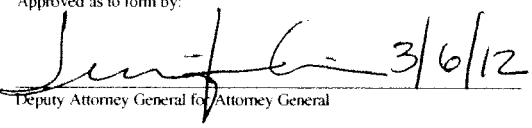
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

	
Independent Contractor's Signature	Independent's Contractor's Title
	
Signature	Title
	
Date	

Signature	Date	Title
Signature	Date	Title


Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

Deputy Attorney General for Attorney General

On 3-13-12
(Date)

On _____
(Date)

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MAR 22 2012

17

ATTACHMENT AA
SCOPE OF WORK OUTLINED IN THE ENGAGEMENT LETTER FROM DELOITTE

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MAR 22 2012

18

February 20, 2011

Kim Wallin
 State Controller
 State of Nevada
 101 North Carson Street, Suite 5
 Carson City, NV 89701-4786
 USA

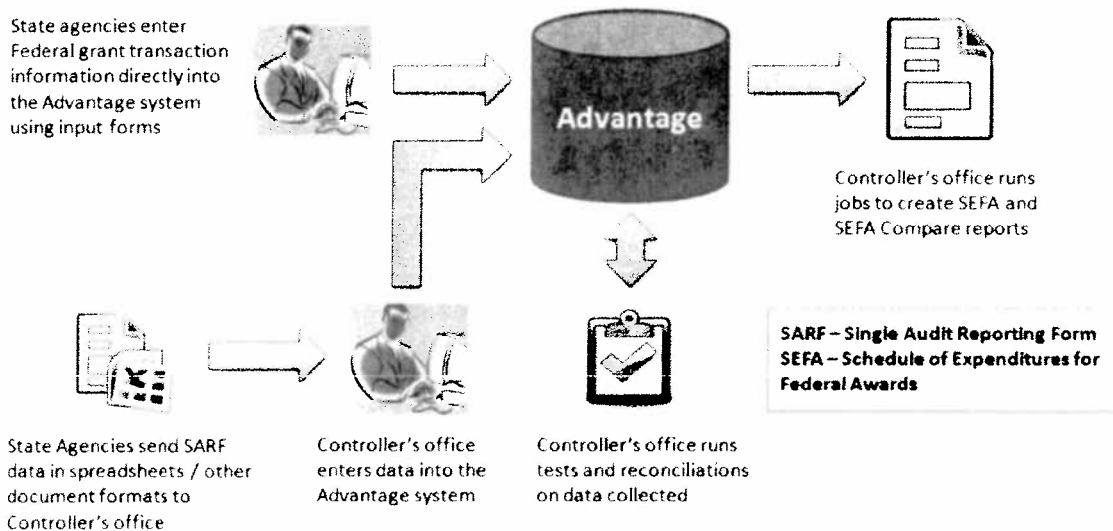
Dear Ms. Wallin:

We are pleased to have been selected to provide Nevada State Controller’s Office (referred to as “SCO” or the “Company” or “you”) with piloting the use of eXtensible Business Reporting Language (“XBRL”) to improve the single audit reporting form process (the “Services”). The purpose of this engagement letter is to confirm the terms of the engagement between Deloitte & Touche LLP (“D&T” or “we” or “us”) and SCO in the performance of the Services.

OUR UNDERSTANDING

The SCO is seeking to improve the single audit reporting form (“SARF”) process by piloting the use of XBRL. The SCO is looking for assistance in the gathering of requirements, design and development of an XBRL data collection and reporting pilot for the single audit report. Two pilot agencies will be selected to participate in the engagement.

The SCO collects SARF data from various state agencies. SARF and Advantage system data is then aggregated to produce Schedule of Expenditures for Federal Awards (“SEFA”) report. The current data collection and reporting process is very manual in nature, requires re-keying and validation of submitted data. The following chart depicts our understanding of the SARF process at a high-level:



CONTROLLER'S OFFICE

MAR 22 2012

D&T understands that the SCO's objectives for this engagement are:

- Streamline collection, validation, aggregation of SARF data and increase efficiency of SEFA reporting using XBRL.
- Confirm the use of XBRL for improved data collection and reporting at the SCO and other state agencies.

SCOPE, APPROACH, AND ASSUMPTIONS

The nature of the Services we are to perform for the SCO are as follows:

- The engagement will focus on SARF data collected from two pilot agencies and data from the Advantage system.
- The pilot will consist of XBRL-based technology components designed to enhance the current program data collection process. These components include: XBRL taxonomy, XBRL-tagged data collection spreadsheet, XBRL adapter, and data repository to feed SEFA reports.
- The technical components of the pilot will utilize technologies that complement the State of Nevada's IT infrastructure.

Our approach for this engagement follows a four-phased plan:

- Plan and Analyze – Confirm scope and develop a detailed project plan for the engagement. Analyze SARF, SEFA and Advantage information flows and document requirements for the pilot based on analysis.
- Design and Configure – Design technology components based on gathered requirements. If needed, assist the State of Nevada IT to configure IT architecture to accommodate pilot technology components.
- Build and Integrate – Develop technology components based on design documentation. Assist State of Nevada IT in implementation of technology components on designated State of Nevada IT architecture.
- Test and Deploy – Test and validate technology components using SARF data collected from the pilot agencies.

Assumptions for this engagement include:

- State of Nevada IT will have sufficient hardware and IT infrastructure to host XBRL technology components.
- SCO and selected agency resources will be available as necessary to provide input and feedback during the engagement.

- SCO is responsible for any additional software required to sustain the XBRL technology components in a production environment.

The services will be performed in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants (AICPA). We will provide our observations, advice, and recommendations. However, our services will not constitute an engagement to provide audit, compilation, review, or attestation services as described in the pronouncements on professional standards issued by the AICPA, the Public Company Accounting Oversight Board (the "PCAOB"), or other regulatory body, and, therefore, we will not express an opinion or any other form of assurance with respect to the State's system of internal control over financial reporting or its compliance with laws, regulations, or other matters.

D&T will not perform any management functions, make management decisions, or perform in a capacity equivalent to that of an employee of SCO.

DELIVERABLES

The following deliverables will be produced during the course of this engagement:

- Requirements specification (Microsoft Excel) – A formal list of requirements gathered during SARF, SEFA and Advantage information flow analysis from the SCO and pilot agencies.
- Design document (Microsoft Word) – Formal design document of the technology components to be developed. Designs will be based on requirements outlined in the requirements specification.
- Proposed XBRL-based technology components:
 - XBRL taxonomy – The taxonomy will define the required SARF and SEFA data elements and a demonstrative subset of internal controls for data validation. The taxonomy will provide a standardized definition for data and validation rules to be used in collection, processing of SARF data and SEFA reporting.
 - XBRL-tagged data collection spreadsheet (Microsoft Excel) – To facilitate collection of data from the pilot agencies, a Microsoft Excel spreadsheet embedded with the XBRL taxonomy will be developed to allow the data entry, validation and submission of data. The data collection spreadsheet will be based on existing spreadsheets used by the pilot agencies to collect SARF data.
 - XBRL-data adapter (Microsoft .NET/SQL) – The data adapter will perform validation checks and store submitted input data in the data repository. The data adapter will check submitted data against the definition and validation rules defined in the taxonomy.
 - Data repository (Microsoft SQL Server Database) – The data repository will utilize a Microsoft SQL Server relational database to hold collected program data from the pilot agencies.

CONTROLLER'S OFFICE

MAR 22 2012

21

- SEFA reports (Microsoft Excel) – The data repository will be used to feed data to the SEFA reports for Federal reporting purposes.

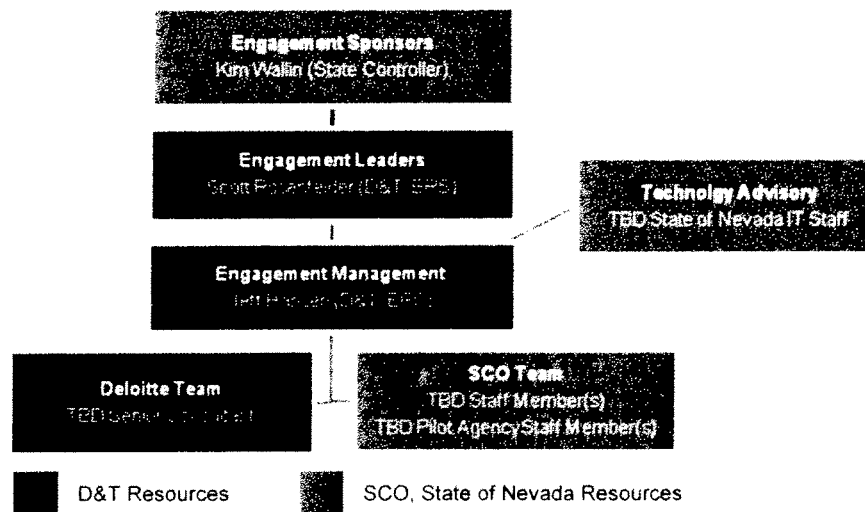
All deliverables prepared by D&T LLP will be subject to the review and approval of the SCO's project manager (or his or her designee). This review and approval will be for the purpose of determining compliance with requirements of the engagement, but not for the format or style of the deliverable. Approval will be granted if the deliverable conforms in all material respects to its requirements as defined in this engagement letter and with the understanding that SCO's approval will not be unreasonably withheld.

INHERENT LIMITATIONS OF AN ENTITY'S INTERNAL CONTROL

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal control over financial reporting to future periods are subject to the risk that the internal control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

PROJECT STAFFING

We have structured the following engagement team for the performance of the Services:



Scott Rosenfelder will participate as Engagement Leader, maintaining overall responsibility for the engagement on behalf of D&T.

Jeff Hansen, Senior Manager, will coordinate project management of this engagement.

Additional support may also be provided by other professionals who will be identified during the course of this engagement.

FEES, TIMING, AND OTHER SERVICES

We estimate that our total professional fees for this engagement will be \$50,000 plus additional costs that the state may need to incur in relationship to this project for software or hardware as required by the final design of the pilot project.

Fees for this engagement will be billed as the work progresses for fees accrued since our last invoice in performing our Services.

These fees are based upon our current understanding of the project requirements, our proposed approach, our estimate of the level of effort required, our roles and responsibilities, any assumptions set forth herein, and active participation of SCO's management and other personnel, as described in this engagement letter. Based on our experience, issues sometimes arise that require procedures beyond what was initially anticipated. If this should occur, we will discuss it with you prior to performing any additional work.

This engagement is expected to start February 2012 and be completed by the end of May, 2012.

During the term of this engagement, SCO may request that D&T perform additional services that are not encompassed by this engagement letter. D&T may perform such additional services upon receipt of a separate signed engagement letter with terms and conditions that are acceptable to D&T and SCO.

ACKNOWLEDGEMENTS AND AGREEMENTS

SCO specifically acknowledges and agrees to the following:

- Substantial and meaningful involvement of subject matter specialists and senior management of SCO is critical to the success of this engagement. SCO shall be responsible for ensuring that the identified Company personnel actively participate in both the planning and execution of this engagement.
- D&T will not perform any management functions or make management decisions.
- The Services will not constitute an engagement to provide audit, compilation, review, or attestation services as described in the pronouncements on professional standards issued by the AICPA, the Public Company Accounting Oversight Board, or other regulatory body and, therefore, we will not express an opinion or any other form of assurance as a result of performing the Services.
- The Company is, and will continue to be, solely responsible for establishing and maintaining effective internal control over financial reporting, including, without limitation, systems designed to assure achievement of its control objectives and its compliance with applicable laws and regulations.
- D&T may utilize software that is currently owned by or licensed to D&T in connection with the performance of the Services. If SCO would like D&T to use other software, such software is to be acquired by and licensed to SCO, with D&T as a sublicensee for use in connection with the performance of the Services. With respect to software that is owned or licensed to

CONTROLLER'S OFFICE

MAR 22 2012

23

D&T, if Company personnel will access or use such software, SCO agrees to become a licensee in accordance with terms established by D&T.

- SCO agrees that any deliverables provided to SCO hereunder by D&T may be disclosed to SCO's independent accountants to the extent required solely in connection with their audit of SCO's financial statements.

* * * * *

CONTROLLER'S OFFICE

MAR 22 2012

24

Kim Wallin
October 10, 2011
Page 7

This engagement letter, together with the General Business Terms attached hereto and made a part hereof, constitute the entire agreement between SCO and D&T with respect to this engagement, supersede all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Company and D&T.

We appreciate having been selected by SCO to perform this engagement and look forward to working with you. Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate of this engagement letter is provided for your records.

Very truly yours,

Deloitte & Touche LLP

By: _____

Scott Rosenfelder, Director

Accepted and Agreed to by State Accounting Office:

By: _____

Title: _____

Date: _____

KIM WALLIN'S OFFICE

MAR 22 2012 25

Kim Wallin
October 10, 2011
Page 8

GENERAL BUSINESS TERMS

Client: Nevada State Controller's Office

TBD

CONTROLLER'S OFFICE

MAR 22 2012

26

ATTACHMENT BB
INSURANCE SCHEDULE

INDEMNIFICATION CLAUSE:

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, the following insurance:

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.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and 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 include the State of Nevada as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.

2. **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.

2. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
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CONTROLLER'S OFFICE

MAR 22 2012 27

Annual Aggregate

\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; 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 work under this Contract is completed if available at commercially reasonable cost.
- 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 with respect to Contractor's activities hereunder.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be canceled or non renewed except after Contractor has provided thirty (30) days prior written notice 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 **(State of Nevada Department Representative's Name & Address)**.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed and 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.

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 **(State Department Representative's Name and Address)**. The State project/contract number and project description shall be noted on the certificate of insurance. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**
- 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

CONTROLLER'S OFFICE

MAR 22 2012

28

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.

CONTROLLER'S OFFICE

MAR 22 2012 29

Brian Sandoval
Governor



Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: June 14, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Kristen Kolbe, Budget Analyst
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. An analysis of the action item and recommendation is also provided.

AGENCY FOR HIGH LEVEL NUCLEAR WASTE

Agenda Item Write-up:

Request for a General Fund salary adjustment of \$2,280 pursuant to Senate Bill 505 Section 7.

Additional Information:

None

Statutory Authority:

Senate Bill 505 Section 7

REVIEWED: _____
ACTION ITEM: _____



DEPARTMENT OF ADMINISTRATION
ADMINISTRATIVE SERVICES DIVISION

209 E. Musser Street, Room 304
Carson City, Nevada 89701-4204
(775) 684-0271
Fax (775) 684-0275

MEMORANDUM

DATE: May 17, 2012

TO: Jeff Mohlenkamp, Clerk
State Board of Examiners

VIA: Stephanie Day, Deputy Director
Budget Division, Department of Administration

FROM: Jaimarie Dagdagan, Budget Analyst
Department of Administration, Administrative Services Division

SUBJECT: BOE/IFC Request for Appropriation & Work Program Approval

The Nuclear Projects Office respectfully requests the Board of Examiners approval and recommendation to the Interim Finance Committee (IFC) for an allocation in the amount of \$2,562 from the Statutory Contingency Account as a result of a Terminal Leave Payout incurred in FY2012. Per NRS 353.262, The State Board of Examiners may authorize the expenditure of sums not exceeding \$12,000 from the Reserve for Statutory Contingency Account for payment of a salary when due to each person so appointed or employed as a replacement for the person to whom terminal leave pay or sick leave pay was paid or is payable.

The agency also requests General Fund appropriation in the amount of \$2,280.00 from the Salary Adjustment Account per Senate Bill 505 Sections 7 and 8 to meet salary deficiency created by the gap between the temporary 5% salary reduction proposed by the Governor and the legislatively approved 2.5% salary reductions and 48 hours of furlough per year.

If you need additional information, please do not hesitate to contact me at 684-0271.

Senate Bill No. 505--Committee on Finance

CHAPTER.....

AN ACT relating to public employees; establishing the maximum allowed salaries for certain employees in the classified and unclassified service of the State; requiring employees of the State to take a certain number of days of unpaid furlough leave during the 2011-2013 biennium; providing exceptions to the furlough requirement; making appropriations from the State General Fund and State Highway Fund for the salaries of certain employees of the State; and providing other matters properly relating thereto.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. The following state officers, employees, and medical and related positions in the unclassified service of the State of Nevada are entitled to receive approximate annual salaries of not more than the maximum amounts set forth following their specified titles or positions:

Title or Position	Approximate Annual Salary
1. State Office of Energy:	
Director, Office of Energy	\$96,912
Deputy Director, Office of Energy.....	65,830
2. High Level Nuclear Waste:	
Executive Director, Nuclear Projects Office.....	\$112,403
Executive Assistant	54,858
Technical Division Administrator.....	102,322
Planner/Researcher.....	81,117
3. Office of the Lieutenant Governor:	
Chief of Staff.....	\$72,508
Assistant to the Lieutenant Governor (each).....	69,055
Administrative Secretary.....	46,612
4. Office of the Secretary of State:	
Chief Deputy	\$114,104
Deputy Secretary of State, Commercial Recordings.....	95,453
Deputy Secretary of State, Southern Nevada.....	95,453
Deputy Secretary of State, Elections.....	104,778
Deputy Secretary of State, Operations	95,453
Securities Administrator.....	99,686
Chief, Enforcement	95,150



subject to furlough leave pursuant to this section, the salary of the employee must be reduced by 2.3 percent for the portion of the period beginning on July 1, 2011, and ending on June 30, 2013, during which the position is not subject to furlough leave.



Sec. 7. 1. There is hereby appropriated from the State General Fund to the State Board of Examiners the sum of \$5,946,647 for the purpose of meeting any deficiencies for the fiscal year beginning on July 1, 2011, and ending on June 30, 2012, and the sum of \$6,005,007 for the purpose of meeting any deficiencies for the fiscal year beginning on July 1, 2012, and ending June 30, 2013, which may be created between the appropriated money of the respective departments, commissions and agencies of the State of Nevada, as fixed by the 76th Session of the Legislature, and the actual salary net of requirements for unpaid furlough leave of the personnel of those departments, commissions and agencies, to hold those personnel harmless in the accumulation of retirement service credit under section 5 of this act, to become effective on July 1, 2011.

2. The State Board of Examiners, upon the recommendation of the Director of the Department of Administration, may allocate and disburse to various departments, commissions and agencies of the State of Nevada, out of the money appropriated by this section such sums of money as may from time to time be required, which when added to the money otherwise appropriated or available equal the amount of money required to pay the salaries of the employees of the respective departments, commissions and agencies under the adjusted pay plan.

Sec. 8. 1. There is hereby appropriated from the State Highway Fund to the State Board of Examiners the sum of \$1,378,750 for the purpose of meeting any deficiencies for the fiscal year beginning on July 1, 2011, and ending on June 30, 2012, and the fiscal year beginning on July 1, 2012, and ending June 30, 2013, which may exist between the appropriated money of the Department of Motor Vehicles, Department of Public Safety and Nevada Transportation Authority, as fixed by the 76th Session of the Legislature, and actual salaries net of the requirements for unpaid furlough leave of personnel of the Department of Motor Vehicles, Department of Public Safety and Nevada Transportation Authority to hold those personnel harmless in the accumulation of retirement service credit under section 5 of this act, to become effective on July 1, 2011.

2. The State Board of Examiners, upon the recommendation of the Director of the Department of Administration, may allocate and



GENERAL FUND SALARY ADJUSTMENT
FISCAL YEARS 2012 AND 2013

Dept	Department Desc	Div.	Division Desc	BA	Budget Account Desc	FY12	FY13
01	GOVERNOR'S OFFICE	010	GOVERNOR'S OFFICE	1000	OFFICE OF THE GOVERNOR	8,089	8,144
01	GOVERNOR'S OFFICE	010	GOVERNOR'S OFFICE	1001	GOVERNOR'S MANSION MAINTENANCE	594	597
01	STATE ENERGY OFFICE	011	STATE ENERGY OFFICE	4868	GOVERNOR'S OFFICE ENERGY CONSERVATION	663	2,101
01	NUCLEAR PROJECTS OFFICE	012	NUCLEAR PROJECTS OFFICE	1005	HIGH LEVEL NUCLEAR WASTE	2,280	2,296
02	LEUTENANT GOVERNOR'S OFFICE	020	LEUTENANT GOVERNOR'S OFFICE	1020	LEUTENANT GOVERNOR	1,895	1,893
03	ATTORNEY GENERAL'S OFFICE	030	ATTORNEY GENERAL'S OFFICE	1002	AG - EXTRADITION COORDINATOR	554	558
03	ATTORNEY GENERAL'S OFFICE	030	ATTORNEY GENERAL'S OFFICE	1030	AG - ADMINISTRATIVE FUND	58,659	56,642
03	ATTORNEY GENERAL'S OFFICE	030	ATTORNEY GENERAL'S OFFICE	1036	AG - CRIME PREVENTION	1,337	1,355
03	ATTORNEY GENERAL'S OFFICE	030	ATTORNEY GENERAL'S OFFICE	1038	AG - CONSUMER ADVOCATE	6,118	6,182
04	SECRETARY OF STATE'S OFFICE	040	SECRETARY OF STATE'S OFFICE	1050	SOS - SECRETARY OF STATE	42,466	43,174
05	TREASURER'S OFFICE	050	TREASURER'S OFFICE	1080	TREASURER - STATE TREASURER	3,502	3,626
06	CONTROLLER'S OFFICE	060	CONTROLLER'S OFFICE	1130	CONTROLLER - CONTROLLER'S OFFICE	18,169	18,533
08	DEPARTMENT OF ADMINISTRATION	080	DEPARTMENT OF ADMINISTRATION - DIRECTOR'S OFFICE	1340	ADMINISTRATION - BUDGET AND PLANNING	12,750	12,912
08	DEPARTMENT OF ADMINISTRATION	081	INTERNAL AUDITS DIVISION	1342	ADMINISTRATION - DIVISION OF INTERNAL AUDITS	6,305	6,362
08	DEPARTMENT OF ADMINISTRATION	082	STATE PUBLIC WORKS DIVISION	1560	ADMINISTRATION - SPWD - FACILITY COND & ANALYSIS	1,025	1,041
08	DEPARTMENT OF ADMINISTRATION	087	INFORMATION TECHNOLOGY	1320	ADMINISTRATION - INFORMATION TECHNOLOGY DIVISION	527	528
08	DEPARTMENT OF ADMINISTRATION	332	NEVADA STATE LIBRARY AND ARCHIVES	1052	ADMINISTRATION - NSLA - ARCHIVES AND RECORDS	3,529	3,581
08	DEPARTMENT OF ADMINISTRATION	332	NEVADA STATE LIBRARY AND ARCHIVES	2891	ADMINISTRATION - NSLA - NEVADA STATE LIBRARY	5,768	5,858
09	SUPREME COURT	090	JUDICIAL BRANCH	2893	ADMINISTRATION - NSLA - LITERACY	482	504
09	SUPREME COURT	090	JUDICIAL BRANCH	1484	JUDICIAL PROGRAMS AND SERVICES DIVISION	2,692	2,775
09	SUPREME COURT	090	JUDICIAL BRANCH	1494	SUPREME COURT	35,938	36,325
09	SUPREME COURT	090	JUDICIAL BRANCH	1496	SENIOR JUSTICE & SENIOR JUDGE PROGRAM	541	546
10	COMMISSION ON TOURISM	090	JUDICIAL BRANCH	2889	LAW LIBRARY	2,326	2,380
10	COMMISSION ON TOURISM	101	COMMISSION ON TOURISM	2600	TOURISM - INDIAN AFFAIRS COMMISSION	689	697
10	COMMISSION ON TOURISM	331	MUSEUMS AND HISTORY DIVISION	1350	TOURISM - MUSEUMS & HIST - LOST CITY MUSEUM	1,436	1,473
10	COMMISSION ON TOURISM	331	MUSEUMS AND HISTORY DIVISION	2870	TOURISM - MUSEUMS & HIST-NEVADA HISTORICAL SOCIETY	1,744	1,794
10	COMMISSION ON TOURISM	331	MUSEUMS AND HISTORY DIVISION	2940	TOURISM - MUSEUMS & HIST - NEVADA STATE MUSEUM, CC	5,228	5,285
10	COMMISSION ON TOURISM	331	MUSEUMS AND HISTORY DIVISION	2941	TOURISM - MUSEUMS & HISTORY	1,715	1,720
10	COMMISSION ON TOURISM	331	MUSEUMS AND HISTORY DIVISION	2943	TOURISM - MUSEUMS & HIST - NEVADA STATE MUSEUM, LV	3,423	3,490
10	COMMISSION ON TOURISM	331	MUSEUMS AND HISTORY DIVISION	4216	TOURISM - MUSEUMS & HIST - STATE RAILROAD MUSEUMS	3,980	4,048
10	COMMISSION ON TOURISM	333	NEVADA ARTS COUNCIL	2979	TOURISM - NEVADA ARTS COUNCIL	3,823	3,907
12	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	102	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	1526	ECONOMIC DEVELOPMENT - GOVERNORS OFC ECONOMIC DEV	4,866	4,926
12	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	102	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	1528	ECONOMIC DEVELOPMENT - RURAL COMMUNITY DEVELOPMENT	1,641	1,681
12	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	102	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	4867	ECONOMIC DEVELOPMENT - PROCUREMENT OUTREACH PROGRAM	2,271	2,279
13	DEPARTMENT OF TAXATION	130	DEPARTMENT OF TAXATION	2361	DEPARTMENT OF TAXATION	99,482	101,936
15	COMMISSION ON ETHICS	150	COMMISSION ON ETHICS	1343	COMMISSION ON ETHICS	566	569
17	LEGISLATIVE COUNSEL BUREAU	170	LEGISLATIVE COUNSEL BUREAU	2626	LEG - NEVADA LEGISLATURE INTERIM	1,939	1,302
17	LEGISLATIVE COUNSEL BUREAU	170	LEGISLATIVE COUNSEL BUREAU	2631	LEG - LEGISLATIVE COUNSEL BUREAU	79,659	53,638
22	JUDICIAL DISCIPLINE COMMISSION	220	JUDICIAL DISCIPLINE COMMISSION	1497	JUDICIAL DISCIPLINE	1,565	1,575
24	OFFICE OF VETERANS SERVICES	240	OFFICE OF VETERAN'S SERVICES	2560	NCVA - COMMISSIONER FOR VETERANS' AFFAIRS	9,785	10,023
30	DEPARTMENT OF EDUCATION	300	DEPARTMENT OF EDUCATION	2615	NDE - SCHOOL REMEDIATION TRUST FUND	63,252	64,797
30	DEPARTMENT OF EDUCATION	300	DEPARTMENT OF EDUCATION	2673	NDE - EDUCATION STATE PROGRAMS	10,774	10,996
30	DEPARTMENT OF EDUCATION	300	DEPARTMENT OF EDUCATION	2697	NDE - PROFICIENCY TESTING	3,764	3,803
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2977	NSHE - SPECIAL PROJECTS	1,434	1,468
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2980	NSHE - UNIVERSITY OF NEVADA - RENO	615,929	622,494
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2982	NSHE - SCHOOL OF MEDICAL SCIENCES	18,232	18,353
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2983	NSHE - INTERCOLLEGIATE ATHLETICS - UNR	7,721	7,778
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2985	NSHE - STATEWIDE PROGRAMS - UNR	19,428	19,571
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2986	NSHE - SYSTEM ADMINISTRATION	861,467	870,929
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2987	NSHE - UNIVERSITY OF NEVADA - LAS VEGAS	6,830	6,830
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2988	NSHE - INTERCOLLEGIATE ATHLETICS - UNLV	22,349	22,574
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2989	NSHE - AGRICULTURAL EXPERIMENT STATION	38,554	38,945
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2990	NSHE - COOPERATIVE EXTENSION SERVICE	53,943	54,545
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2991	NSHE - SYSTEM COMPUTING CENTER	43,062	43,571
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2992	NSHE - UNLV LAW SCHOOL	79,170	79,997
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2994	NSHE - GREAT BASIN COLLEGE	780	780
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2995	NSHE - W.I.C.H.E. ADMINISTRATION	2,434	2,447
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2996	NSHE - UNIVERSITY PRESS		

Department of Administration
 Nuclear Projects
 Budget Account 1005
 Personnel Costs Summary and Projections
 For the 10 Months Ending April 19, 2012 (PP23)
 BSR date of : 5/17/12

PCN No.	Employee Name	Title	Start Date	End Date	Actual Payroll and Benefits pd	Terminal Leave Payout	Projected Payroll	Total Costs (Actual plus Projected)	Leg Approved Budget	Difference
4	Sandra Anderson	Executive Assistant	1/24/2011	current	59,373.93		11,571.83	70,945.76	70,546.00	(399.76)
5	Robert Halstead	Executive Director	9/19/2011	current	85,197.58		22,820.10	108,017.68	133,431.00	25,413.32
5	Joseph Strolin	Executive Director	1/20/2011	9/16/2011	29,227.75	2,561.69	0.00	31,789.44		(31,789.44)
6	Susan Lynch	Technical Administrator	7/1/1998	current	102,343.67		20,676.76	123,020.43	115,763.00	(7,257.43)
12	Paul Maser	Planner/Researcher	6/5/1995	current	82,637.50		16,524.02	99,161.52	93,465.00	(5,696.52)
J007	Lawrence Brown	Board Member	12/31/2009	current	24.10		11.64	35.74	80.00	44.26
J001	Richard Bryan	Board Member	4/26/2001	current	24.10		11.64	35.74	80.00	44.26
J005	Joan Lambert	Board Member	2/15/2000	current	22.32		91.64	113.96	80.00	(33.96)
J006	J Scroggins	Board Member	4/19/2011		0.00		0.00	0.00	0.00	0.00
J002	Vacant	Board Member								
J003	Vacant	Board Member								
J004	M Workman	Board Member	7/1/2000	current	24.10		11.64	35.74	80.00	44.26
					358,875.05	2,561.69	71,719.27	433,156.01	413,525.00	(19,631.01)

Total Projected Shortfall in Payroll and Benefits Costs
 Payroll Assessments (19,631.01)
 Total Projected Shortfall in Category 01 (485.00)
 (20,116.01)



NEVADA
DEPARTMENT OF
TOURISM AND
CULTURAL AFFAIRS

MEMORANDUM

Date: June 27, 2012

To: Katrina Nielsen, Budget Analyst IV
Department of Administration, Budget & Planning Division

From: Kelly Williams, Operations & Finance Manager *K. Williams*
Nevada Commission on Tourism

Subject: Request for FY2012 General Fund Salary Adjustment
Nevada Indian Commission B/A 2600, \$689

Governor
Brian Sandoval

Lieutenant Governor
& Commission Chair
Brian K. Krolicki

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Websites
TravelNevada.com
NevadaCulture.org

The Department of Tourism and Cultural Affairs (DTCA), Nevada Indian Commission budget account (B/A) 2600 has a projected shortfall in Category 01 Personnel Services for FY2012 in the amount of \$1,473.33 (see the attached salary projection schedule). To help offset the projected shortfall, DTCA requests approval to obtain the Nevada Indian Commission's share of the available General Fund salary adjustment in the amount of \$689.

For the remaining shortfall of approximately \$784.33, a work program is currently being completed to transfer authority from the savings in Category 04 Operating and Category 26 Information Services, with an additional transfer from the Nevada Commission on Tourism B/A 1522 to cover the shortfall as needed.

Please contact me at (775) 687-0632 if you need any further information. Thank you for your consideration of this request.

Payroll Report - BA # 2600 TOURISM - INDIAN COMMISSION
SFY2012

Name	Pos.	Unit	Funding Source	SFY2012 Work Program	Includes Both Actuals & Estimates to End-of-Year!					Difference By Position
					1st Quarter Totals	2nd Quarter Totals	3rd Quarter Totals	4th Quarter Totals	TOTAL	
Rupert, Sherry	0001	1 FTE	Gen Fund	85,167.00	22,352.83	20,302.98	23,093.32	21,127.59	86,518.04	(1,351.04)
Gibbons, Chris	0002	1 FTE	Gen Fund	47,608.00	12,738.57	11,167.47	12,662.04	11,223.51	47,791.59	(183.59)
Total Position Costs:					35,091.40	31,470.45	35,755.36	32,351.10	134,309.63	(1,534.63)
Payroll Assessment			WP	150.00	0.00	75.00	37.50	0.00	150.00	
Personnel Assessment				236.00	59.00	59.00	59.00	0.00	236.00	
Retired Group Insurance				0.00	0.00	0.00	0.00	0.00	0.00	
Payroll Adjustments				0.00	0.00	0.00	0.00	0.00	0.00	Work Program Authority
Work Prg Authority Salaries				133,161.00					133,161.00	
Remote Area Differential Pay				0.00					0.00	
Adjustments				0.00					0.00	
Longevity Authority				0.00					0.00	
Cloth Uniform Allowances				0.00					0.00	
Board and Commission Pay				1,600.00	266.70	426.70	367.70	477.60	1,538.70	1,600.00
Holiday Pay				0.00	0.00	0.00	0.00	0.00	0.00	
FICA				0.00	0.00	0.00	0.00	0.00	0.00	
Vacancy Saving				0.00					0.00	
BOE Terminal Leave Granted				0.00					0.00	
Total CAT 01 Authority				0.00					134,761.00	134,761.00
Pay Period Grand Totals:					35,417.10	32,031.15	36,219.56	32,828.70	136,234.33	
Year to Date Balance:										Estimated Surplus/Shortfall: (\$1,473.33)
Budget Status Report Balance:										
Difference										

Payroll Report - RA # 2660 TOURISM - INDIAN COMMISSION

Name	Pos.	Unit	Funding Source	Work Program	SFY2012 Authority	SFY2012 Longevity	Actual PFM 01	Actual PFM 02	Actual PFM 03	Actual PFM 04	Actual PFM 05	Actual PFM 06	Actual PFM 07	Actual PFM 08	Actual PFM 09	Actual PFM 10	Actual PFM 11	Actual PFM 12	Actual PFM 13	Actual PFM 14	Actual PFM 15	Actual PFM 16	Actual PFM 17	Actual PFM 18	Actual PFM 19	
							07/08/11	07/22/11	08/05/11	08/19/11	09/02/11	09/16/11	09/30/11	10/14/11	10/27/11	11/10/11	11/24/11	12/07/11	12/21/11	01/04/12	01/18/12	02/01/12	02/15/12	02/29/12	03/14/12	03/28/12
Samuel Sherry	0001	FTE	Gen Fund	85,167.00	0.00	644.81	1,816.18	3,721.67	3,050.80	3,050.79	3,050.79	3,050.79	3,050.79	3,050.79	3,050.79	3,050.79	3,050.79	3,050.79	3,050.79	3,050.79	3,050.79	3,050.79	3,050.79	3,050.79	3,050.79	3,050.79
Geonore Crow	0002	FTE	Gen Fund	47,608.00	0.00	644.81	855.65	1,711.30	1,504.37	1,504.37	1,504.37	1,504.37	1,504.37	1,504.37	1,504.37	1,504.37	1,504.37	1,504.37	1,504.37	1,504.37	1,504.37	1,504.37	1,504.37	1,504.37	1,504.37	1,504.37
Total Position Costs:			W/P			1,289.62	2,672.84	5,433.00	4,555.17	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16
Payroll Assessment				50.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Personal Assessment				276.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Retired Group Insurance				0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Personal Adjustment				0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Work Prg Authority Salaries				133,161.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Remainder Area Differential Pn				0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Adjustments				0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Longevity Authority				0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Longevity Authority				0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Health and Comm Services Pn				1,600.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Health Pn				0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PUCA				0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vacation Savings				0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Payroll Assessment				0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Actual Authority						1,289.62	1,970.15	3,910.14	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10
Pay Period Grand Totals:						1,289.62	2,667.33	5,399.79	4,555.17	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16	4,555.16
Year to Date Balance:						1,289.62	1,970.15	3,910.14	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10
Budget Status Report Balance:						1,289.62	1,970.15	3,910.14	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10	3,547.10
Difference:						0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Name	Pos	Includes Both Actuals & Estimates to End of Year:												Difference By Position					
		Actual PP19 02/15/13	Actual PW 20 12/08/12	Actual PW 21 04/13/12	Actual PW 22 04/27/12	Actual PW 23 05/11/12	Actual PW 24 05/25/12	Actual PW 25 06/08/12	Actual PW 26 06/22/12	Projected PP19 7/6/2012	Projected PP 20 7/20/2012	Projected PP 21 7/30/2012	Projected PP 22 8/13/2012		1st Quarter PP 23 8/27/12	2nd Quarter PP 24 9/10/12	3rd Quarter PP 25 9/24/12	4th Quarter PP 26 10/08/12	TOTAL
Roger Shery	0001	3,095.96	3,095.96	3,732.24	3,893.96	3,482.99	3,095.96	3,095.96	3,095.96	3,095.96	3,095.96	1,542.48	20,302.96	21,093.32	35,785.36	21,127.59	86,518.04	(1,151.04)	
Geobene Chris	0002	1,491.15	1,561.09	2,204.21	1,491.15	2,204.21	1,491.15	1,491.15	1,561.09	1,561.09	780.55	780.55	11,474.47	12,662.94	0.00	11,323.51	47,791.59	(183.59)	
Total Position Costs:		4,587.11	4,657.05	5,936.45	4,587.11	5,687.20	4,587.11	4,587.11	4,657.18	4,657.18	2,321.03	2,321.03	31,777.43	33,756.26	35,785.36	32,451.10	134,309.63	(1,524.63)	
Payroll Assessment		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	37.50	0.00	150.00			
Projected Assessment		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	59.00	29.50	0.00	117.50			
Retired Group Insurance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Payroll Adjustments		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Work Reg Authority Salario		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Remake Area Differential Pn		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Longevity Authority		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Work Reg Authority		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Health Insurance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Medical Pn		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
FICA		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Vacation Saving		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
PPF Terminal Leave Estimate		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Total CCA Authority		4,601.51	4,657.05	5,936.45	4,601.51	5,687.20	4,601.51	4,601.51	4,657.18	4,657.18	2,321.03	2,321.03	31,777.43	33,756.26	35,785.36	32,451.10	134,309.63	(1,524.63)	
Pay Period Grand Totals:		4,601.51	4,657.05	5,936.45	4,601.51	5,687.20	4,601.51	4,601.51	4,657.18	4,657.18	2,321.03	2,321.03	31,777.43	33,756.26	35,785.36	32,451.10	134,309.63	(1,524.63)	
Year to Date Balance:		93,808.25	97,650.00	103,667.81	118,810.32	124,497.52	129,095.03	129,095.03	129,499.03	129,499.03	129,499.03	129,499.03	3,201.15	32,823.70	36,219.56	32,823.70	136,234.33	(3,414.83)	
Budget Varian Report Balance:		33,008.55	37,606.66	43,467.81	48,274.32	53,081.52	57,888.65	62,695.78	67,502.91	72,310.04	77,117.17	81,924.30	86,731.43	91,538.56	96,345.69	101,152.82	105,960.00	110,767.13	(4,807.13)
Difference:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

***. SALARY ADJUSTMENTS**

A. Distribution of Salary Adjustments to Departments, Commissions and Agencies, pursuant to Senate Bill 505, Sections 7, 8, of the 2011 Legislative Session.

The 2011 Legislative Session made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet certain salary deficiencies for fiscal year 2012 that might be created between the appropriated money of the respective departments, commissions, and agencies and the actual cost of the personnel of those departments, commissions, and agencies that are necessary to pay for salaries. Under this legislation, the following amounts from the General Fund and/or Highway Fund are recommended:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
4173	DCNR – State Lands	\$2,460	
	Total	\$2,460	

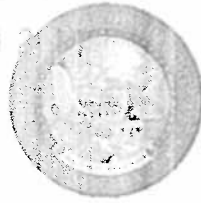
LEO BROZIKOFF
Director

Department of Conservation
and Natural Resources

JAMES R. LAWRENCE
Administrator

RECEIVED
D. C. H. R.
OFFICE OF THE DIRECTOR

2012 JUN 26 PM 3:28



State Land Office
State Land Use Planning Agency
Nevada Tahoe Resource Team
Conservation Bond Program -Q1

Address Reply to

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STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

MEMORANDUM

June 26, 2012

To: Audrey Brooks-Scott, ASOII, Director's Office, Fiscal Services

From: Conni Bohemier, Management Analyst I, Division of State Lands

Re: Salary Adjustment Funds per Policy Directive #D-2012-08

REQUEST: The Division of State Lands is requesting salary adjustment funds allocated in Senate Bill 505, Sections 7 and 8. The division has determined the need for \$2,460.00 to cover general fund positions, which is supported by the attached salary projection spreadsheet.

AUTHORITY: State Lands acquires, holds, and disposes of all state lands and interests in lands; provides technical land use planning assistance, training, and information to local government units and other agencies; develops policies and plans for the use of lands under federal management; represents the state in its dealings with federal land management agencies; coordinates various state programs at Lake Tahoe; and implements Question 1 (Conservation Bond Act). The mission of the agency is to uphold the conservation and land resource values of Nevadans through responsible land use planning, resource programs that protect and enhance the natural environment, and land stewardship worthy of the lands entrusted to us.

PURPOSE: The purpose of this work program is to request salary adjustment funds in the amount of \$2,460.00 to cover general fund shortfall in category 01. This shortfall is caused by the gap between the temporary 5% salary reduction proposed by the Governor and the legislatively approved 2.5% salary reductions and 48 hours of furlough per year.

CONSEQUENCE OF NON APPROVAL: If this work program is not approved, the division will not have sufficient general fund dollars to cover category 01 expenditures.

GENERAL FUND SALARY ADJUSTMENT
FISCAL YEARS 2012 AND 2013

Dept	Department Desc	Div.	Division Desc	BA	Budget Account Desc	FY12	FY13
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	409	DIVISION OF CHILD AND FAMILY SERVICES	3646	HHS-DCFS - SOUTHERN NV CHILD & ADOLESCENT SERVICES	45,107	43,294
43	ADJUTANT GENERAL	431	ADJUTANT GENERAL & NATL GUARD	3650	MILITARY	8,786	9,076
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3706	NDOC - PRISON MEDICAL CARE	127,000	128,153
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3710	NDOC - DIRECTOR'S OFFICE	69,161	70,370
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3711	NDOC - CORRECTIONAL PROGRAMS	29,291	29,971
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3715	NDOC - SOUTHERN NEVADA CORRECTIONAL CENTER	388	387
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3716	NDOC - WARM SPRINGS CORRECTIONAL CENTER	38,210	39,124
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3717	NDOC - NORTHERN NEVADA CORRECTIONAL CENTER	97,508	99,755
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3718	NDOC - NEVADA STATE PRISON	69,256	70,735
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3722	NDOC - STEWART CONSERVATION CAMP	6,020	6,097
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3723	NDOC - PIOCHE CONSERVATION CAMP	6,097	6,273
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3724	NDOC - NORTHERN NEVADA RESTITUTION CENTER	4,134	4,241
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3725	NDOC - THREE LAKES VALLEY CONSERVATION CAMP	8,475	8,677
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3738	NDOC - SOUTHERN DESERT CORRECTIONAL CENTER	80,642	82,854
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3739	NDOC - WELLS CONSERVATION CAMP	4,450	4,544
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3741	NDOC - HUMBOLDT CONSERVATION CAMP	4,951	5,053
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3747	NDOC - ELY CONSERVATION CAMP	5,152	5,234
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3748	NDOC - JEAN CONSERVATION CAMP	4,725	4,901
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3751	NDOC - ELY STATE PRISON	113,234	116,097
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3752	NDOC - CARLIN CONSERVATION CAMP	4,820	4,892
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3754	NDOC - TONOPAH CONSERVATION CAMP	3,966	4,111
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3759	NDOC - LOVELOCK CORRECTIONAL CENTER	94,418	96,852
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3760	NDOC - CASA GRANDE TRANSITIONAL HOUSING	8,565	8,874
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3761	NDOC - FLORENCE MCCLURE WOMENS CORRECTIONAL CENTER	46,388	47,921
44	DEPARTMENT OF CORRECTIONS	440	DEPARTMENT OF CORRECTIONS	3762	NDOC - HIGH DESERT STATE PRISON	151,148	155,821
48	TAHOE REGIONAL PLANNING AGENCY	480	TAHOE REGIONAL PLANNING AGENCY	4204	TAHOE REGIONAL PLANNING AGENCY	5,651	5,676
55	DEPARTMENT OF AGRICULTURE	550	DEPARTMENT OF AGRICULTURE	4540	AGRI - PLANT HEALTH & QUARANTINE SERVICES	3,454	3,484
55	DEPARTMENT OF AGRICULTURE	550	DEPARTMENT OF AGRICULTURE	4550	AGRI - VETERINARY MEDICAL SERVICES	3,834	3,890
55	DEPARTMENT OF AGRICULTURE	550	DEPARTMENT OF AGRICULTURE	4554	AGRI - ADMINISTRATION	690	708
55	DEPARTMENT OF AGRICULTURE	550	DEPARTMENT OF AGRICULTURE	4600	AGRI - PREDATORY ANIMAL & RODENT CONTROL	2,060	2,078
61	GAMING CONTROL BOARD	611	GAMING CONTROL BOARD	4061	GAMING CONTROL BOARD	110,679	111,554
61	GAMING CONTROL BOARD	611	GAMING CONTROL BOARD	4067	GAMING COMMISSION	529	534
65	DEPARTMENT OF PUBLIC SAFETY	650	DPS-DIRECTOR'S OFFICE	3775	DPS - TRAINING DIVISION	1,930	1,959
65	DEPARTMENT OF PUBLIC SAFETY	651	DPS-HIGHWAY PATROL	4738	DPS - DIGITARY PROTECTION	2,517	2,554
65	DEPARTMENT OF PUBLIC SAFETY	652	DPS-PAROLE & PROBATION	3740	DPS - PAROLE AND PROBATION	190,559	194,525
65	DEPARTMENT OF PUBLIC SAFETY	653	DPS-INVESTIGATION DIVISION	3743	DPS - DIVISION OF INVESTIGATIONS	29,930	30,363
65	DEPARTMENT OF PUBLIC SAFETY	654	DPS-EMERGENCY MANAGEMENT	3673	DPS - EMERGENCY MANAGEMENT DIVISION	1,995	2,033
65	DEPARTMENT OF PUBLIC SAFETY	654	DPS-EMERGENCY MANAGEMENT	3675	DPS - HOMELAND SECURITY	1,667	1,703
65	DEPARTMENT OF PUBLIC SAFETY	656	DPS-FIRE MARSHAL	3816	DPS - FIRE MARSHAL	5,094	5,215
65	DEPARTMENT OF PUBLIC SAFETY	659	DPS-CRIMINAL JUST ASSIST	4736	DPS - JUSTICE GRANT	297	303
65	DEPARTMENT OF PUBLIC SAFETY	660	DPS-PAROLE BOARD	3800	DPS - PAROLE BOARD	9,985	10,147
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	334	HISTORIC PRESERVATION	4205	DCNR - STATE HISTORIC PRESERVATION OFFICE	1,344	1,371
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	334	HISTORIC PRESERVATION	5030	DCNR - HISTORIC PRES - COMSTOCK HISTORIC DISTRICT	505	509
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	700	CONSERVATION & NATURAL RESOURCES	4150	DCNR - ADMINISTRATION	2,868	2,955
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	701	CONSERVATION DISTRICTS	4151	DCNR - DIVISION OF CONSERVATION DISTRICTS	854	871
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	704	PARKS DIVISION	4162	DCNR - STATE PARKS	32,310	33,039
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	705	DIVISION OF WATER RESOURCES	4171	DCNR - WATER RESOURCES	23,892	24,532
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	706	FORESTRY DIVISION	4195	DCNR - FORESTRY	16,603	16,977
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	706	FORESTRY DIVISION	4198	DCNR - FORESTRY CONSERVATION CAMPS	34,969	35,429
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	707	STATE LANDS	4173	DCNR - STATE LANDS	4,491	4,585
74	DEPARTMENT OF BUSINESS AND INDUSTRY	740	BUSINESS AND INDUSTRY	4681	B&I - BUSINESS AND INDUSTRY ADMINISTRATION	84	95
74	DEPARTMENT OF BUSINESS AND INDUSTRY	743	CONSUMER AFFAIRS DIV	3811	B&I - CONSUMER AFFAIRS	864	885
74	DEPARTMENT OF BUSINESS AND INDUSTRY	748	REAL ESTATE DIVISION	3823	B&I - REAL ESTATE ADMINISTRATION	7,477	7,621
74	DEPARTMENT OF BUSINESS AND INDUSTRY	749	ATHLETIC COMMISSION	3952	B&I - ATHLETIC COMMISSION	1,686	1,699
74	DEPARTMENT OF BUSINESS AND INDUSTRY	752	LABOR COMMISSION	3900	B&I - LABOR COMMISSIONER	6,346	6,437
90	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	901	REHABILITATION DIVISION	3254	DETR - SERVICES TO THE BLIND & VISUALLY IMPAIRED	1,915	1,965
90	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	901	REHABILITATION DIVISION	3265	DETR - VOCATIONAL REHABILITATION	5,980	6,106

OTHER	PAYROLL			EXPENDITURES			BALANCE			General Fund			Transfer from DEP			WV-55			EP			4254 (11)			4254 (70)		
	Vacancy Savings	ADJUSTMENT	CUM	BALANCE	CUM	BALANCE	CUM	BALANCE	CUM	BALANCE	CUM	BALANCE	CUM	BALANCE	CUM	BALANCE	CUM	BALANCE	CUM	BALANCE	CUM	BALANCE	CUM	BALANCE	CUM		
																										PP	PP
			0.00	1,502,078.00	0.00	865,265.20	865,265.20	86,616.00	0.00	0.00	86,616.00	61,360.00	0.00	0.00	237,220.00	237,220.00	38,208.00	0.00	0.00	38,208.00	0.00	0.00	38,208.00	194,372.00	194,372.00		
			0.00	1,502,078.00	0.00	865,265.20	865,265.20	86,616.00	0.00	0.00	86,616.00	61,360.00	0.00	0.00	237,220.00	237,220.00	38,208.00	0.00	0.00	38,208.00	0.00	0.00	38,208.00	194,372.00	194,372.00		
			1,106.58	1,490,471.42	0.00	865,265.20	865,265.20	86,616.00	0.00	0.00	86,616.00	61,360.00	0.00	0.00	237,220.00	237,220.00	38,208.00	0.00	0.00	38,208.00	0.00	0.00	38,208.00	194,372.00	194,372.00		
			1,106.58	1,490,471.42	7,708.02	873,073.18	873,073.18	86,616.00	0.00	864.81	84,751.19	0.00	0.00	86,616.00	1,934.43	235,204.57	868.99	366.89	37,619.91	1,934.43	1,934.43	1,934.43	1,934.43	1,934.43	192,637.57	192,637.57	
			30,248.01	1,460,133.41	17,657.49	890,731.69	890,731.69	1,813.78	2,658.57	85,157.43	1,241.29	1,241.29	1,241.29	4,135.96	231,093.14	777.65	1,194.54	4,444.36	6,300.92	37,042.26	4,444.36	4,444.36	4,444.36	4,444.36	197,697.18	197,697.18	
			63,573.14	1,396,560.27	52,906.98	837,878.12	837,878.12	3,438.67	5,998.24	79,717.78	2,795.21	2,795.21	2,795.21	15,100.03	222,128.97	1,650.19	2,814.73	35,392.07	9,318.35	15,999.15	9,318.35	9,318.35	9,318.35	178,672.65	178,672.65		
			93,142.50	1,282,437.25	30,996.61	795,846.27	795,846.27	3,016.09	6,014.33	76,701.67	2,112.87	2,112.87	2,112.87	9,994.17	213,311.33	1,320.68	4,136.42	34,068.36	7,378.90	23,078.14	7,378.90	7,378.90	7,378.90	171,288.86	171,288.86		
			48,313.89	1,234,123.36	30,678.20	765,178.07	765,178.07	2,770.82	5,242.56	70,273.42	2,112.87	2,112.87	2,112.87	8,884.58	206,171.86	1,650.20	4,136.42	32,418.16	7,177.16	30,255.30	7,177.16	7,177.16	7,177.16	154,116.76	154,116.76		
			45,820.73	1,190,302.63	30,114.71	735,070.07	735,070.07	3,016.09	5,998.24	67,257.33	2,018.21	2,018.21	2,018.21	45,820.73	192,093.90	1,267.96	8,370.18	29,636.64	4,297.85	36,770.43	4,297.85	4,297.85	4,297.85	155,901.57	155,901.57		
			59,423.81	1,130,878.82	27,402.80	707,677.27	707,677.27	3,016.09	5,998.24	60,583.70	2,018.21	2,018.21	2,018.21	45,820.73	182,664.46	1,079.14	10,049.30	28,157.50	5,231.40	44,091.92	5,231.40	5,231.40	5,231.40	148,859.24	148,859.24		
			42,016.65	1,088,862.17	25,987.31	681,690.00	681,690.00	3,016.09	5,998.24	57,120.31	1,863.30	1,863.30	1,863.30	45,820.73	168,811.78	1,079.14	11,263.87	25,242.83	2,123.84	47,655.79	2,123.84	2,123.84	2,123.84	146,738.30	146,738.30		
			45,353.74	1,043,508.43	25,987.31	655,702.69	655,702.69	3,016.09	5,998.24	54,104.23	1,694.32	1,694.32	1,694.32	45,820.73	159,071.24	1,235.43	14,198.30	24,007.50	1,450.84	49,056.34	1,450.84	1,450.84	1,450.84	143,315.46	143,315.46		
			57,116.90	986,391.53	29,636.81	626,754.72	626,754.72	3,534.90	5,046.67	50,368.33	2,708.08	2,708.08	2,708.08	35,273.23	150,046.60	1,979.14	15,678.44	22,306.36	2,122.95	51,179.49	2,122.95	2,122.95	2,122.95	143,162.51	143,162.51		
			47,302.20	939,089.33	30,812.37	595,942.35	595,942.35	2,064.31	27,155.06	47,655.08	0.00	0.00	27,155.06	34,213.92	143,433.43	1,235.43	17,113.97	21,062.93	1,481.46	52,680.89	1,481.46	1,481.46	1,481.46	141,711.11	141,711.11		
			56,808.01	882,281.32	27,532.11	568,749.21	568,749.21	3,722.17	41,703.11	43,912.89	0.00	0.00	41,703.11	51,742.96	102,665.93	1,709.55	16,823.42	19,363.38	2,062.36	54,723.27	2,062.36	2,062.36	2,062.36	139,646.73	139,646.73		
			45,615.71	836,665.61	23,987.31	544,667.90	544,667.90	3,722.17	41,703.11	40,190.72	0.00	0.00	41,703.11	31,742.96	102,665.93	1,325.14	20,148.96	18,056.24	1,422.24	56,146.51	1,422.24	1,422.24	1,422.24	136,226.49	136,226.49		
			56,310.09	780,355.52	23,987.31	520,668.21	520,668.21	3,572.83	48,107.20	37,508.80	2,798.54	2,798.54	2,798.54	26,867.26	118,539.85	1,897.86	21,846.42	16,990.38	2,111.02	58,256.53	2,111.02	2,111.02	2,111.02	136,115.47	136,115.47		
			45,710.24	734,645.28	23,987.31	506,657.97	506,657.97	3,055.80	51,163.00	34,453.00	2,064.19	2,064.19	2,064.19	36,871.93	125,449.65	1,253.21	23,099.63	15,107.17	1,409.47	59,728.00	1,409.47	1,409.47	1,409.47	134,646.00	134,646.00		
			59,621.84	675,023.44	30,033.87	505,019.57	505,019.57	3,534.90	54,799.99	30,818.01	2,798.54	2,798.54	2,798.54	22,000.33	134,658.79	1,697.86	24,797.40	13,409.31	2,111.02	61,857.02	2,111.02	2,111.02	2,111.02	132,534.98	132,534.98		
			45,715.07	629,308.37	30,046.26	479,262.11	479,262.11	2,892.28	57,760.27	27,855.23	2,064.19	2,064.19	2,064.19	41,402.67	142,005.22	1,194.43	25,903.92	12,214.68	1,409.47	63,308.49	1,409.47	1,409.47	1,409.47	131,051.51	131,051.51		
			46,049.97	583,258.40	31,090.92	448,167.48	448,167.48	3,016.09	60,760.36	24,862.28	2,064.19	2,064.19	2,064.19	43,498.89	149,422.08	1,194.43	27,903.91	10,922.89	1,409.47	64,716.02	1,409.47	1,409.47	1,409.47	129,115.98	129,115.98		
			56,183.21	527,075.19	30,737.15	416,338.04	416,338.04	3,897.34	64,451.06	21,194.34	2,798.54	2,798.54	2,798.54	48,233.53	158,422.08	1,897.86	30,011.37	9,265.03	2,111.02	66,767.54	2,111.02	2,111.02	2,111.02	127,684.58	127,684.58		
			45,880.70	481,194.49	30,779.39	450,415.10	450,415.10	3,055.80	67,388.86	16,108.14	2,064.19	2,064.19	2,064.19	46,327.72	150,046.60	1,311.86	30,313.73	7,893.05	1,409.47	68,178.54	1,409.47	1,409.47	1,409.47	126,165.46	126,165.46		
			28,978.30	452,436.19	27,885.82	424,550.37	424,550.37	3,697.34	71,264.20	14,411.80	2,064.19	2,064.19	2,064.19	50,678.61	174,498.06	1,650.96	31,962.63	9,253.97	2,111.02	70,287.55	2,111.02	2,111.02	2,111.02	124,064.45	124,064.45		
			48,316.96	404,119.23	31,201.07	372,918.16	372,918.16	3,055.80	74,719.32	10,688.88	2,064.19	2,064.19	2,064.19	52,978.81	162,572.57	1,311.86	33,540.41	4,988.98	1,409.47	73,074.63	1,409.47	1,409.47	1,409.47	121,287.07	121,287.07		
			55,824.48	348,294.75	36,392.27	311,902.48	311,902.48	3,697.34	78,418.66	7,198.34	2,548.89	2,548.89	2,548.89	55,159.70	192,119.67	1,697.86	35,258.27	2,868.53	2,111.02	75,195.95	2,111.02	2,111.02	2,111.02	119,106.05	119,106.05		
			45,880.70	292,414.05	30,779.39	261,634.66	261,634.66	3,055.80	61,472.46	4,143.54	2,064.19	2,064.19	2,064.19	57,618.89	199,049.51	1,311.86	36,550.25	1,658.55	1,409.47	76,595.45	1,409.47	1,409.47	1,409.47	117,778.55	117,778.55		
			46,017.53	246,626.52	31,398.80	215,227.72	215,227.72	3,052.53	64,544.99	1,051.01	1,804.08	1,804.08	1,804.08	59,517.87	208,252.24	1,250.19	37,802.44	404.36	1,409.47	78,061.65	1,409.47	1,409.47	1,409.47	116,310.33	116,310.33		
			22,790.35	223,836.17	15,398.70	207,437.47	207,437.47	1,537.80	66,052.89	4,988.98	0.00	0.00	66,052.89	209,717.16	27,511.84	655.99	38,458.43	(251.83)	704.75	78,788.40	0.00	0.00	704.75	115,005.90	115,005.90		
			0.00	223,836.17	0.00	207,437.47	207,437.47	0.00	66,052.89	4,988.98	0.00	0.00	66,052.89	209,717.16	27,511.84	655.99	38,458.43	(251.83)	704.75	78,788.40	0.00	0.00	704.75	115,005.90	115,005.90		
			1,361,305.23	1,407,727.77	1,361,305.23	1,407,727.77	1,407,727.77	1,361,305.23	1,407,727.77	1,361,305.23	0.00	0.00	1,407,727.77	1,407,727.77	1,361,305.23	1,407,727.77	1,361,305.23	1,407,727.77	1,361,305.23	1,407,727.77	1,407,727.77	1,407,727.77	1,407,727.77	1,407,727.77	1,407,727.77		
			0.00	1,407,727.77	0.00	1,407,727.77	1,407,727.77	0.00	1,407,727.77	1,407,727.77	0.00	0.00	1,407,727.77	1,407,727.77	0.00	1,407,727.77	1,407,727.77	0.00	1,407,727.77	0.00	0.00	0.00	0.00	1,407,727.77	1,407,727.77		

Balance	Budget Authority	0000 coding
1,407,727.77	665,265.20	0110
865,462.57	61,360.00	0340
60,985.07	603.93	2800
78,788.18	115,605.90	0740
87,841.47		0640
48,867.52	27,511.84	

Brian Sandoval
Governor




Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: June 12, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Celestena Glover, Budget Analyst 
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. An analysis of the action item and recommendation is also provided.

**DEPARTMENT HEALTH AND HUMAN SERVICES – DIVISION OF AGING AND
DISABILITY SERVICES**


Agenda Item Write-up:

The Division of Aging and Disability Services (ADSD) is requesting Board of Examiner approval of the services provider agreement and the provider application.

Additional Information:

ADSD will enlist contracted providers for the Homemaker Program, Community Options Program for the Elderly, Personal Assistance Program, Elder Protective Services Program, Assistive Technology for Independent Living, Senior and Disability RX for Part D prescription drug plans and Autism Treatment Assistance Program. The proposed service provider agreement and application has been reviewed and approved by the Deputy Attorney General for ADSD.

Statutory Authority:

REVIEWED: 
ACTION ITEM: _____

#6

1



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION

3416 Goni Road, D-132
Carson City, Nevada 89706

(775) 687-4210 • Fax (775) 687-0574

adsd@adsd.nv.gov

MICHAEL WILLDEN
Director

MARY LIVERATTI
Administrator

MEMORANDUM

RECEIVED

JUN 08 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

DATE: June 7, 2012
TO: Nikki Hovden, Budget Analyst V
Department of Administration
FROM: Janet Murphy, Deputy Administrator
Aging & Disability Services Division
THROUGH: Mike Torvinen, Deputy Director
Department of Health and Human Services
REGARDING: Services Provider Agreement

The Aging and Disability Services Division requests approval of the enclosed services provider agreement and the provider application. These forms will be used for enlisting contracted providers of services for our Homemaker Program, Community Options Program for the Elderly, Personal Assistance Program, Elder Protective Services Program, Assistive Technology for Independent Living, Senior and Disability RX for Part D prescription drug plans, and Autism Treatment Assistance Program. These agreements will allow each unit within the division to provide necessary services for the clients we serve. The proposed services provider agreement and application has been reviewed and approved by the Deputy Attorney General that serves our division.

Please contact me if you have any questions regarding this request.

IN WITNESS WHEREOF, the parties approve the Aging and Disability Services Provider Agreement to form:

Janet Murphy 6/7/12 Deputy Administrator, Aging and Disability Services Division
Date Title

Michael J. Willden 6/8/12 Director, Department of Health and Human Services
Date Title

Budget Office Budget Analyst, Department of Administration
Date Title

Attorney General's Office 6/7/12 Senior Deputy Attorney General
Date Title

Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS



Aging and Disability Services Division
Provider Services Application

All questions must be completed by **all providers** unless otherwise marked. **Attach additional sheets** if necessary to answer each question completely. Each additional sheet must display the **relevant question number** from the Application and must be **signed by the provider** or authorized representative.

Application Type (check one): Initial Renewal Ownership Change (attach copy of purchase agreement)
Scopes of work for each service can be found on the Aging and Disability Services Division website located at www.nvaging.net. Print out, sign and attach a scope of work for each type of service you want to provide. Indicate below which services you are enrolling to provide:

Title XX Homemaker Program

Homemaker

Community Options Program for the Elderly (COPE)

Attendant Homemaker Adult Day Care Companion Chore
 Respite Personal Emergency Response System (PERS)

Personal Assistance Program (PAS)

Standard, non-medical personal care services
 Personal care services as an Intermediary Service Organization (ISO), this includes all skilled services and those where the Recipient chooses to manage their own services.

Elder Rights

EPS Homemaker Mental Health Evaluations
 Temporary Assistance to Displaced Seniors (TADS)

Assistive Technology for Independent Living

Evaluation Services
 Training Services
 Senior and Disability RX for Part D prescription drug plans
 Autism Treatment Assistance Program

Section 1: General Information

1. Business owner (or individual provider) Name: _____
2. Provider Date of Birth (for individual providers only): _____
3. Tax Identifier (either Federal Tax ID Number or Social Security Number): _____
4. Provider Service Application Date: _____
5. Check the box that most closely describes the entity you are enrolling:
 Individual Provider Hospital-based Physician Provider Group Sole Proprietorship
 Partnership Limited Liability Partner Limited Liability Company Corporation
 Managed Care Organization Non-Profit Indian Health Services
6. Legal Name as Registered with the Internal Revenue Service (IRS): _____

- 7. Doing Business As: _____
- 8. Nevada Secretary of State Registered Name: _____
- 9. Nevada Secretary of State Issued Business ID : _____
- 10. Medicare Provider Number, if applicable: _____

11. Physical location of the practice/business/facility. This must be a street address and NOT a post office box.

Address (Line 1): _____

Address (City, State, Zip and COUNTY): _____

Office Phone: _____ Extension: _____ E-mail Address: _____

Fax: _____ TTY Phone: _____

Mailing Address if different from physical:

Address (Line 1): _____

Address (City, State, Zip and County): _____

12. Enter the following information for your professional license (s) that pertain to the service(s) you wish to provide.

Professional License Number: _____

Name of Issuing Licensing Board, State or Entity: _____

Professional License Number: _____

Name of Issuing Licensing Board, State or Entity: _____

Professional License Number: _____

Name of Issuing Licensing Board, State or Entity: _____

Section 2: Background Information and Disclosure

13. Have you or any owner, administrator, manager or employee ever been convicted of a misdemeanor, gross misdemeanor or felony? Yes No If yes, provide the following information for each conviction.

Name Used When Convicted: _____ Date of Conviction: _____

Charges: _____ Disposition: _____

Conditions of Parole/Probation: _____

Have you or any owner, administrator, manager or employee ever been placed on the Federal Office of Inspector General, Health and Human Service (OIG/HHS) exclusion list or otherwise been suspended or debarred from participation in Medicare, Medicaid, Title XVIII or Title XIX programs since the inception of these programs?

If yes, provide the following information related to the sanction.

Name Used When Sanctioned: _____

Provider ID Number(s): _____ Group ID Number(s): _____

Sanction Effective Date: _____ Reinstatement Date: _____

14. If you or any owner, administrator, manager or employee has had any professional, business or accreditation license/certificate denied, suspended, restricted or revoked, complete the following for each instance.

Denial/Suspension/Restriction/Revocation From and To Dates: _____

Explanation: _____

15. Are you or any owner, administrator, manager or employee a state employee (past or current)? If yes, complete the following:

Individual's Name: _____

Agency of Employment: _____ Title: _____

Dates of Employment: _____

Declaration – For All Providers

I declare under penalty of perjury under the laws of the State of Nevada that the information in **this document and any attachments are true, accurate and complete** to the best of my knowledge and belief. I declare that I have the authority to legally bind the provider(s) listed on this Application. I understand that Aging and Disability Services Division (ADSD) will rely on this information in entering into or continuing a Service Provider Agreement and that this form will be incorporated into and become a part of my ADSD Service Provider Agreement.

I understand that I am required to **notify ADSD within five days** of changes to information on this Application. I understand that **I am responsible for the presentation of true, accurate and complete information on all invoices/claims** submitted. I further understand that payment and satisfaction of these claims will be from Federal and State funds and that false claims, statements, documents or concealment of material facts may be prosecuted under applicable Federal and State laws.

Use dark blue or black ink only. This Application and corresponding contract must be dated within the last 60 days. The person signing below is the (check all that apply): Provider Authorized Administrator Business Owner

Signature: _____ Date: _____

Print Name: _____

Return completed agreement to Aging and Disability Services Division located at:

3416 Goni Road, D-132
Carson City, Nevada 89706
Phone: 775-687-4210
Fax: 775-687-4264

Internal Use Only: Status of Approval

Title XX Homemaker Program

Homemaker Yes No

Community Options Program for the Elderly (COPE)

Attendant Yes No Companion Yes No
Homemaker Yes No Chore Yes No
Adult Day Care Yes No Respite Yes No
Personal Emergency Response System (PERS) Yes No

Personal Assistance Program (PAS)

Standard, non-medical personal care services Yes No
Intermediary Service Organization (ISO) services Yes No

Elder Rights

EPS Homemaker Yes No Mental Health Evaluations Yes No
Temporary Assistance to Displaced Seniors (TADS) Yes No

Assistive Technology for Independent Living

Evaluation Services Yes No Training Services Yes No

Senior and Disability RX for Part D prescription drug plans Yes No

Autism Treatment Assistance Program Yes No

Provider application approved by the State Board of Examiners On: _____

**Master Services Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division**

This Agreement between State of Nevada, Department of Health and Human Services, Aging and Disability Services Division, (hereinafter called State or Division or Program) and the undersigned Provider or Provider Group and its members (hereinafter called Provider) is dated as set forth below and is made pursuant to Nevada Revised Statutes, Chapter 427A, there under to provide appropriate and timely services authorized for reimbursement (hereinafter called "Services") to eligible Division Recipients (hereinafter Recipients). On its effective date, this Provider Agreement supersedes and replaces any existing contracts between the parties related to the provision of Services to Recipients. The Nevada Aging and Disability Services Division, is authorized to obtain, and the Provider is ready, willing and able to provide, such services. Therefore, in consideration of the mutual promises and other valuable consideration exchanged by the parties hereto:

I. Provider Agrees:

1. To adhere to standards of practice, professional standards and levels of Service as set forth in all applicable local, state and federal laws, statutes, rules and regulations as well as administrative policies and procedures set forth by the Division relating to the Provider's performance under this Agreement.
2. To operate and provide Services to Recipients without regard to age, sex, race, color, religion, national origin, disability or type of illness or condition. This includes providing Services in accordance with the terms of Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794). To provide services in accordance with the terms, conditions and requirements of Americans with Disabilities Act of 1990 (P.L. 101-336), 42 U.S.C. 12101, and regulations adopted hereunder contained in 28 C.F.R. §§ 36.101 through 36.999, inclusive.
3. To provide Services in accordance with the terms, conditions and requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and regulations adopted there under contained in 45 CFR 160, 162 and 164.
4. To obtain and maintain all licenses, permits, certification, registration and authority necessary to do business and render service under this Agreement. Where applicable, the provider shall comply with all laws regarding safety, unemployment insurance and workers compensation. Copies of applicable licensure/certification must be submitted at the time of each license/certification renewal.
5. To check the List of Excluded Individuals/Entities on the Office of Inspector General (OIG) website prior to hiring or contracting with individuals or entities and periodically check the OIG website to determine the participation/exclusion status of current employees and contractors.

6. To obtain prior authorizations, submit accurate, complete and timely claims, and conduct business in such a way the Recipient retains freedom of choice of provider.
7. To exhaust all Administrative remedies prior to initiating any litigation against the Division.
8. To adhere to standards of practice, professional standards and levels of Service as set forth in all applicable local, state and federal laws, statutes, rules and regulations as well as any applicable administrative policies and procedures set forth by the Division relating to the Provider's provision of Services. All relevant Program statutes, regulations, administrative policies and procedures constitute the "Program" and are hereby incorporated into this Agreement as Scope of Work(s). Any changes to the Program during the term of this Agreement shall automatically be incorporated into this Agreement.
9. To provide for adequate insurance coverage for any business liability and/or professional acts or omissions pursuant to this Agreement. To the fullest extent permitted by law, provider 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 expense, including, without limitation, reasonable attorneys' fees and cost, arising out of any alleged negligent or willful acts or omissions of Provider, its officers, employees and agents.
10. That by signing this Agreement, Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp.19150-19211). This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
11. That the Provider's books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Provider or its subcontractors, financial statements and supporting documentation, and documentation related to the Services and reimbursement claims under this Agreement shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Provider where such records may be found, with or without notice by the Division or its designee. All subcontracts shall reflect requirements of this paragraph.
12. That the Provider is associated with the State only for the purposes and to the extent specified in this Agreement, and in respect to performance of the agreed services pursuant to this Agreement, Provider is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to

employees of the State; (4) participation or contributions by either Provider or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Provider shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.

13. Provider will perform functions and/or activities that involve the use and disclosure of Protected Health Information in the provision of, or in claims for reimbursement for, Services as authorized by the Program; therefore, the Provider will be considered a HIPAA Business Associate of the Division unless Provider falls within an exception recognized by the federal Office of Civil Rights (HIPAA Privacy). It will be the responsibility of the Provider to fully document in writing to the Division the facts supporting any request to be recognized by the Division as being exempt from the execution of the Division's additional HIPAA Business Associate Agreement (which upon execution shall be incorporated into this Agreement).
14. No Services may be provided to a Recipient, nor reimbursement claimed, prior to Provider's (and any of the Provider's applicable subcontractors') separate execution and delivery of the Division's HIPAA Business Associate Agreement or otherwise receipt of the Division's concurrence in writing that Provider's (or applicable subcontractor's) Services fall within an exception from the HIPAA business associate requirements. Provider will have a duty to disclose to the Division any of its subcontractors that are providing business associate functions or activities (having access to Protected Health Information) including without limitation: claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, re-pricing, legal services, accounting services, consulting services, data aggregation, and office management.

II. Both Parties Agree:

1. That this Agreement may be terminated as follows:
 - a. Termination without Cause. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written 30-day notice by mutual consent of both parties or unilaterally by either party without cause.
 - b. State Termination for Nonappropriation. The continuation of this provider agreement 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 agreement, and the provider waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Provider's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
 - c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon 30-day written notice of default or breach to the other party.
 - d. Winding up Affairs upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. 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 Agreement or the Program;
- ii. Provider shall preserve, protect and promptly deliver into State possession all proprietary information owned by the State, if any.

2. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of outstanding unreimbursed claims submitted pursuant to the Program.

3. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, 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 Agreement after the intervening cause ceases.

4. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Provider consents to the jurisdiction of the Nevada district courts for enforcement of this Agreement.

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

III. Reimbursement:

1. The Program will provide reimbursement payment for authorized and timely claimed Services provided to qualified Recipients by the enrolled Provider, for any such Services actually and properly rendered by the Provider in accordance with Program statutes, regulations, administrative policies and procedures. The Program's reimbursement rates may vary over the term of this Agreement and must conform to the established reimbursement rates in force with respect to the Program's receipt of each Provider claim.

2. The Provider is responsible for the validity and accuracy of claims whether submitted on paper, electronically or through a billing service.

3. The Provider agrees to pursue the Recipient's other medical insurance and resources prior to submitting a claim for Service to the Division's Fiscal Agent. This includes but is not limited to Medicare, private insurance, Recipient co-payments, medical benefits provided by employers and unions, worker compensation and any other third party insurance.

4. The Provider shall accept payment from the Division as payment in full on behalf of the Recipient, and agrees not to bill, retain or accept payments for any additional amounts except as provided for in item number 3 above. The Provider shall immediately repay the Division in full for any claims where the Provider received payment from another party after being paid by the Division.

5. Provider agrees excess payments beyond authorized reimbursement to a Provider may be deducted from future Program payments at the discretion of the Program.

6. Provider agrees to be responsible for federal or state sanctions or remedies including but not limited to reimbursement, withholding, recovery, suspension, termination or exclusion on any claims submitted or payments received. Any false claims, statements or documents concealment or omission of any material facts may be prosecuted under applicable federal or state laws.

IV. Notices:

All notices must be in writing and shall be deemed received when delivered in person; by email; or, if sent to address on file by first-class United States mail, proper postage prepaid. Provider shall notify the Division and/or Fiscal Agent within five (5) working days of any of the following.

1. Any action which may result in the suspension, revocation, condition, limitation, qualification or other material restriction on a Provider's licenses, certifications, permits or staff privileges by any entity under which a Provider is authorized to provide Services including indictment, arrest or felony conviction or any criminal charge.
2. Change in corporate entity, servicing locations, mailing address or addition to or removal of practitioners or any other information pertinent to the receipt of Division Funds.
3. When there is a change in ownership, the terms and agreements of the original Agreement is assumed by the new owner, and the new owner shall, as a condition of participation, assume liability, jointly and severally with the prior owner for any and all amounts that may be due, or become due to the Division, and such amounts may be withheld from the payment of claims submitted when determined. Change in ownership requires full disclosure of the terms of the sale agreement.

V. Miscellaneous:

1. Both parties mutually agree that the Division Provider Enrollment Application submitted and signed by the Provider is incorporated by reference into this agreement and is a part hereof as though fully set forth herein.
2. The Division may terminate this agreement immediately when the Division receives notification that the Provider no longer meets the professional credential/licensing/insurance requirements.

VI. Term of Agreement:

This Agreement shall be in effect from _____ through _____.
This Agreement will automatically renew for successive one-year terms unless terminated upon notice by either party.

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

Aging and Disability Services
 Division
 3416 Goni Road D-132
 Carson City NV 89706
 Phone: 775-687-4210
 Fax: 775-687-4264

Provider
 Name: _____
 Address: _____

 Phone: _____
 Fax: _____

 Authorized Signature

 Print Name

 Print Title

 Date

 Authorized Signature

 Print Name

 Print Title

 Date

Provider Agreement- HIPAA Business Associate Agreement

Sample for
you from question
#13 of master
Services Agreement

STATE OF NEVADA
OF HEALTH AND HUMAN SERVICES

DISABILITY SERVICES DIVISION

SS ASSOCIATE AGREEMENT

BETWEEN

and Disability Services Division
er referred to as the "Covered Entity"

And

Hereinafter referred to as the "Business Associate".

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

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

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

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

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

I. DEFINITIONS. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.

Provider Agreement- HIPAA Business Associate Agreement

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

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy

Provider Agreement- HIPAA Business Associate Agreement

- of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
 3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
 4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
 5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
 6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
 7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: the Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a

Provider Agreement- HIPAA Business Associate Agreement

breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful

Provider Agreement- HIPAA Business Associate Agreement

effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).

16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE. The Business Associate agrees to these general use and disclosure provisions:

1. Permitted Uses and Disclosures:

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

2. Prohibited Uses and Disclosures:

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

Provider Agreement- HIPAA Business Associate Agreement

IV. OBLIGATIONS OF COVERED ENTITY

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

V. TERM AND TERMINATION

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

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.

Provider Agreement- HIPAA Business Associate Agreement

2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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

COVERED ENTITY

BUSINESS ASSOCIATE

Aging and Disability Services
 (Enter Division Name)

(Enter Business Name)

3416 Goni Rd., Suite 132
 (Enter Division Address)

(Enter Business Address)

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

(Enter Business City, State and Zip Code)

(775) 687-4210
 (Enter Division Phone Number)

(Enter Business Phone Number)

(775) 687-0574
 (Enter Division Fax Number)

(Enter Business Fax Number)

(Authorized Signature)

(Authorized Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date)

(Date)

Sample for
you from
question #8
of master services
Agreement.

SCOPE OF WORK

PROGRAM TYPE: TITLE XX HOMEMAKER PROGRAM

SERVICE: HOMEMAKER

- Meal preparation: menu planning, storing, preparing, serving of food, cutting up food, buttering bread and plating food.
- Laundry services: washing, drying and folding the recipient's personal laundry and linens (sheets, towels, etc.) excludes ironing.
- Light housekeeping: changing the recipient's bed linens, dusting, vacuuming the recipient's living area, cleaning kitchen and bathroom areas;
- Essential shopping to obtain: prescribed drugs, medical supplies, groceries, and other household items required specifically for the health and maintenance of the Recipient.
- Assisting the recipient and family members or caregivers in learning homemaker routine and skills, so the recipient may carry on normal living when the homemaker is not present.
- Reimbursement rates for services: Rates Unit

Signature: _____ Date: _____

SCOPE OF WORK
PROGRAM TYPE: COMMUNITY OPTIONS PROGRAM for the ELDERLY (COPE)
SERVICE: ATTENDANT

DEFINITION:

PERSONAL CARE SERVICES/ATTENDANT

Assistance with the normal ADLs as described below:

- Assistance with bathing/dressing/grooming.
- Assistance with toileting needs and routine care of an incontinent recipient.
- Assistance with transferring and positioning non-ambulatory recipients from one stationary position to another, including adjusting/changing recipient's position in a bed or chair.
- Assistance with ambulation, which is the process of moving between locations, including walking or helping the recipient to walk with support of a wheelchair, walker, cane or crutches, assisting a recipient out of bed, chair or wheelchair.
- Assistance with eating, including cutting up food. Specialized feeding techniques may not be used.
- Assistance with medications which are self-administered, including verbal reminders to the recipient to take medications, bringing medication to the recipient and loosening the cap to the medication container. Medication administration by a Personal Care Attendant (PCA) is not permitted.
- Reimbursement rates for services: Rates Unit

Signature: _____ Date: _____

SCOPE OF WORK
PROGRAM TYPE: COMMUNITY OPTIONS PROGRAM for the ELDERLY (COPE)
SERVICE: HOMEMAKER

DEFINITION:

HOMEMAKER SERVICES

- Meal preparation: menu planning, storing, preparing, serving of food, cutting up food, buttering bread and plating food.
- Laundry services: washing, drying and folding the recipient's personal laundry and linens (sheets, towels, etc.) excludes ironing.
- Light housekeeping: changing the recipient's bed linens, dusting, vacuuming the recipient's living area, cleaning kitchen and bathroom areas;
- Essential shopping to obtain: prescribed drugs, medical supplies, groceries, and other household items required specifically for the health and maintenance of the Recipient.
- Assisting the recipient and family members or caregivers in learning homemaker routine and skills, so the recipient may carry on normal living when the homemaker is not present.
- Reimbursement rates for services: Rates Unit

Signature: _____ Date: _____

SCOPE OF WORK
PROGRAM TYPE: COMMUNITY OPTIONS PROGRAM for the ELDERLY (COPE)
SERVICE: ADULT DAY CARE

DEFINITION:

SOCIAL MODEL ADULT DAYCARE

- Day Care Service provided for four (4) or more hours per day on a regularly scheduled basis, for one or more days per week, in an outpatient setting. Day care centers provide care and supervision, the monitoring of general health, social interaction and peer contact for the physically or mentally impaired or socially isolated adult in order that he or she can remain in the community.
- It encompasses social service needs to ensure the optimal functioning of the recipient.
- Meals provided are furnished as part of the program but must not constitute a “full nutritional regime” (i.e., three meals per day).
- Reimbursement rates for services: Rates Unit

Signature: _____ Date: _____

SCOPE OF WORK
PROGRAM TYPE: COMMUNITY OPTIONS PROGRAM for the ELDERLY (COPE)
SERVICE: ADULT COMPANION

DEFINITION:

ADULT COMPANION SERVICES

- Provides non-medical care, supervision and socialization to a functionally impaired recipient in his or her home or place of residence, which may provide temporary relief for the primary caregiver.
- Adult companions may assist the recipient with such tasks as meal preparation and clean up, light housekeeping, shopping and facilitate transportation/escort as needed. These services are provided as an adjunct to the Adult Companion Services and must be incidental to the care and supervision of the recipient.
- The provision of Adult Companion Services does not entail hands-on medical care.
- Reimbursement rates for services: Rates Unit

Signature: _____ Date: _____

SCOPE OF WORK
PROGRAM TYPE: COMMUNITY OPTIONS PROGRAM for the ELDERLY (COPE)
SERVICES: CHORE

DEFINITION:

CHORE SERVICE

Extended and intermittent homemaker service needed to maintain the recipient's living space as a clean, sanitary, and safe environment.

This service includes heavy household chores in the private residence such as:

- Cleaning windows and walls
- Shampooing carpets
- Tacking down loose rugs and tiles
- Moving heavy items of furniture in order to provide safe access
- Packing and unpacking for the purpose of relocation
- Minor home repairs
- Removing trash and debris from the yard
- Reimbursement rates for services: Rates Unit

Signature: _____ Date: _____

SCOPE OF WORK
PROGRAM TYPE: COMMUNITY OPTIONS PROGRAM for the ELDERLY (COPE)
SERVICE: RESPITE CARE

DEFINITION:

RESPITE SERVICE

Refers to those services provided to eligible recipients who are unable to care for themselves. These services are furnished on a short-term, temporary basis because of the absence of or need for relief of those persons normally providing the care.

Perform general assistance with ADLs and IADLs and provide supervision to functionally impaired recipients in their private home such as:

- Have the ability to read and write and to follow written or oral instructions.
- Have had experience and/or training in providing for the personal care needs of people with functional impairments.
- Demonstrate the ability to perform the care tasks as prescribed.
- Be tolerant of the varied lifestyles of the people served.
- Arrange training in personal hygiene needs and techniques for assisting with ADLs, such as bathing, grooming, skin care, transferring, ambulating, feeding, dressing and use of adaptive aids and equipment, homemaking and household care.
- Respite care may occur in the recipient's private home.
- Reimbursement rates for services: Rates Unit

Signature: _____ Date: _____

SCOPE OF WORK
PROGRAM TYPE: COMMUNITY OPTIONS PROGRAM for the ELDERLY (COPE)
SERVICE: PERSONAL RESPONSE SYSTEM (PERS)

DEFINITION:

PERSONAL EMERGENCY RESPONSE SYSTEM

- PERS is an electronic device, which enables certain recipients at high risk of institutionalization to secure help in an emergency. The recipient may also wear a portable “help” button to allow for mobility. The system is connected to the recipient’s phone and programmed to signal a response center once a “help” button is activated.
- PERS services are limited to those recipients who live alone in a private residence, or who are alone for significant parts of the day in that residence, have no regular caregiver for extended periods of time, and who would otherwise require extensive routine supervision.
- Reimbursement rates for services: Rates Unit

Signature: _____ Date: _____

SCOPE OF WORK

PROGRAM: PERSONAL ASSISTANCE SERVICES (PAS)

SERVICE: PERSONAL CARE SERVICES SELF-DIRECTED SKILLED SERVICES

DEFINITION:

SELF-DIRECTED SKILLED SERVICES

Specific medical, nursing, or home health services that a person without a disability usually and customarily would personally perform, without the assistance of a provider of health care. Such services may be provided for a person with a disability by a personal care assistant without obtaining any license required for a provider of health care or his assistance, under very specific circumstances pursuant to NRS 629.091.

Signature: _____ Date: _____

SCOPE OF WORK
PROGRAM: PERSONAL ASSISTANCE SERVICES (PAS)
SERVICE: PERSONAL CARE SERVICES AS AN INTERMEDIARY SERVICE
ORGANIZATION (ISO)

DEFINITION:

INTERMEDIARY SERVICE ORGANIZATION - (ISO)

An ISO is an entity that provides personal assistance services under the Self-Directed Care model. The ISO acts as an employer of record, providing both fiscal and supportive intermediary services such as administrative, limited program and specific payroll responsibilities for the delivery of personal assistance services. An individual accesses the services of an ISO either because they desire to self-manage their services, or because they receive skilled services and NRS 449 requires that such services be provided through an ISO.

SKILLED SERVICES

Skilled services are health care services that are inherently complex and require the specialized training of a licensed nurse or therapist to provide safely and effectively.

Signature: _____ Date: _____

SCOPE OF WORK

PROGRAM: PERSONAL ASSISTANCE SERVICES (PAS)

SERVICE: Standard, Non-medical Personal Care Services

Definition:

Personal Assistance Services is the provision of a trained individual to assist persons with physical disabilities with activities of daily living. The In-Home Personal Care Attendant must meet the attached requirements as established by the Aging and Disability Services Division.

Elements of Personal Assistance Services include assistance with:

- 1) Elimination of wastes from the body
- 2) Dressing and undressing
- 3) Bathing and grooming
- 4) Preparation and eating of meals
- 5) Getting in and out of bed
- 6) Repositioning while asleep
- 7) Use of prostheses and other medical equipment
- 8) Moving about, including, without limitation, assisting a person
 - a) moving from a wheelchair, bed or other piece of furniture
 - b) ambulation; and
 - c) exercises to increase the range of motion
- 9) Essential laundry
- 10) Support services for independent living if the person has an injury to the brain and those services do not exceed 14 hours per week
- 11) Other minor needs directly related to maintenance of personal hygiene

Signature: _____

Date: _____

SCOPE OF WORK
PROGRAM TYPE: ELDER RIGHTS
SERVICE: EPS HOMEMAKER

DEFINITION:

Homemaker services are the provision of an individual to conduct homemaking activities for at risk clients. Homemakers must meet the minimum qualifications listed below.

Services include:

- Teaching and providing home management skills
- Preparing meals
- Transporting meals from senior nutrition site
- General cleaning
- Floor care
- Dusting
- Laundry
- Shopping
- Other miscellaneous duties as specified by the Aging and Disability Services Division to provide a safe and sanitary living environment for the client.

Signature: _____ Date: _____

SCOPE OF WORK
PROGRAM TYPE: ELDER RIGHTS
SERVICE: MENTAL CAPACITY EVALUATIONS

DEFINITION:

Mental capacity evaluations are used to determine an individual's capacity to make sound judgments and live independently. These evaluations are critical in determining mental capacity and the right to self determination. The evaluations will be used to determine a client's need for legal guardianship, either of the person, estate or both.

Services include:

- Conducting mental capacity evaluations as soon as possible, but no later than 10 business days from referral. The evaluation will determine a client's need for a guardianship, either of the person, estate, or both.
- Conducting evaluations at the client's place of residence, unless the client is willing and able to travel to the physician's office for the evaluation.
- Providing ADSD with a full written report of the findings, conclusions and recommendations regarding the client's need for a guardianship within 7-10 working days of the evaluation, including a copy of the evaluation and invoice for services.
- Completing all state and county required forms, certificates, etc., such as the *Certificate of Incapacity* and *Admonishment of Rights* forms when a guardianship is recommended and return these forms with the written evaluation.

Signature: _____ Date: _____

SCOPE OF WORK

PROGRAM TYPE: ELDER RIGHTS

SERVICE: Temporary Assistance for Displaced Seniors

DEFINITION:

- Temporary Assistance to Displaced Seniors (TADS) is the provision of temporary housing in a licensed group home available to Elder Rights clients meeting criteria for this service.
- Services include:
- Screening of clients referred by ADSD for *immediate* placement upon provider's determination that the client's needs can be met.
- To provide usual and customary services to displaced seniors in need of temporary assistance.
 - Coordinate and arrange for all necessary admission protocols including but not limited to medical screenings, transportation to medical appointments, and obtaining prescription medication.
- Services are generally provided for no more than 30 days until alternate housing arrangements can be established or other arrangements have been made with the authorizing ADSD office.

• MINIMUM QUALIFICATIONS:

- Housing provided must be in a facility licensed by and in good standing with the Bureau of Health Care Quality and Compliance (HCQC). Facility must maintain a grade no lower than a "B".

Signature: _____ Date: _____

SCOPE OF WORK
PROGRAM TYPE: ASSISTIVE TECHNOLOGY FOR INDEPENDENT LIVING
SERVICE: EVALUATION SERVICES

DEFINITION:

Evaluations are used to determine the most effective Assistive Technology (AT) that a person with a disability needs to live independently. Based upon their evaluation, providers recommend the specific goods or services needed by an individual to meet an independent living objective. Evaluations may be performed by Occupational or Physical Therapists, Speech-Language Pathologists, Independent Living Specialists, and Assistive Technologists or other such professionals.

Services include:

- Home evaluations
- Driver/Driving evaluations
- Speech-language evaluations
- Assistive Technology evaluations
- Other evaluations

Signature: _____ Date: _____

SCOPE OF WORK
PROGRAM TYPE: ASSISTIVE TECHNOLOGY FOR INDEPENDENT LIVING
SERVICE: TRAINING SERVICES

DEFINITION:

Training is sometimes necessary for a person with a disability who needs instruction in the utilization of newly-acquired Assistive Technology. Training may be performed by Occupational or Physical Therapists, Speech-Language Pathologists, Independent Living Specialists, and Assistive Technologists or other such professionals.

Services include:

- Devise training
- Training report

Signature: _____ Date: _____

SCOPE OF WORK

PROGRAM TYPE: Nevada Senior Rx and Disability Rx

SERVICE: Coordination of Medicare Part D Premium Benefit

DEFINITION:

Nevada's two-part State Pharmaceutical Assistance Program (SPAP), known as Senior Rx and Disability Rx, is authorized by the State Legislature to pay up to 100% of the low-income benchmark for Nevada on behalf of eligible members who are enrolled in Medicare Part D prescription drug plans and Medicare Advantage plans with prescription drug benefits (herein Medicare Part D prescription drug plans, Medicare Advantage plans and/or Provider shall be individually and/or collectively, as the context may require, be referred to as "Part D plan" or "plan"). The low-income premium benchmark for Nevada is calculated by the Centers for Medicare and Medicaid Services (CMS) and may change during the term of this contract as determined by CMS. To prevent duplication of a similar federal benefit offered to Medicare eligible beneficiaries with low incomes and limited assets, Nevada's benefit is defined as "the low-income benchmark for Nevada minus any amount Medicare is already paying on the Senior Rx or Disability Rx member's behalf."

To calculate the premium due, Nevada Senior Rx and Disability Rx will exchange data with CMS on a monthly basis. The response file from CMS will identify the plans that eligible members have selected and the percentage of the monthly premium paid by Medicare (if any). When the CMS response file is integrated with the Senior Rx and Disability Rx database, the information will be queried in such a way that Excel files are generated for each insurance company that offers a Medicare Part D plan (or plans) in the Nevada region. The files will be formatted to automatically calculate the premium amounts due from Senior Rx and Disability Rx, plus a 90-cent (\$.90) per member per month administrative fee to be paid to Part D plans.

SCOPE OF WORK

PROGRAM TYPE: Nevada Senior Rx and Disability Rx

SERVICE: Coordination of Medicare Part D Premium Benefit

The role of the Part D plan in the payment process is to either accept the State's calculations or audit the State's Excel file against their own databases to confirm enrollment and premium amounts. If a plan chooses to audit the State's calculations, the plan must report discrepancies within ten (10) working days from receipt to Nevada Senior Rx and Disability Rx utilizing the State's template, for resolution. If no attempt has been made to audit the State's calculations within 30 days, the State will assume the plan agrees with the State's calculations and request an invoice from the Part D plan for the amount of the State's calculations. Not later than 60 days after the original submission of the Excel file, plans must submit a final invoice that has been agreed upon that lists the total premium amount and the total of the administrative fees in addition to the final total due. It will also be assumed that plans which have received a response from the State on the discrepancy report and do not respond to revised State calculations within 30 days of the date of the State's revisions are in final agreement with the stated amounts and request an invoice.

Nevada Senior Rx and Disability Rx will issue one payment combining premium subsidies and administrative fees to each company regardless of the number of Part D plans it may offer in the state. To be paid, plans must submit an invoice that lists the total premium amount and the total of the administrative fees in addition to the final total due. To be eligible for payments, Part D plans must have a signed and executed provider agreement with the State. In exchange for payment, Part D plans must provide Nevada Senior Rx and Disability Rx members with prescription drug coverage within the parameters set forth in the Medicare Modernization Act.

SCOPE OF WORK

PROGRAM TYPE: Nevada Senior Rx and Disability Rx

SERVICE: Coordination of Medicare Part D Premium Benefit

If a plan's monthly premium is more than Nevada's low-income premium benchmark, the plan may bill the member directly for the excess amount. If, at any time, a member makes a premium payment that includes an amount that should have been paid by Senior Rx or Disability Rx, Part D plans must work with the State to ensure that the member is reimbursed.

ORGANIZATIONS OFFERING MULTIPLE PLANS

The attached provider agreement will include all prescription drug coverage plans offered by the Part D Plan that are federally authorized to offer Part D benefits in Nevada.

Signature: _____ Date: _____ 3 of 3

SCOPE OF WORK

PROGRAM TYPE: Autism Treatment Assistance Program

SERVICE: EVIDENCE-BASED THERAPY TREATMENTS FOR CHILDREN WITH AUTISM

DEFINITION:

Evidence-based treatments are those that are cost effective and have been proven by research to improve treatment of Autism Spectrum Disorder. They can include:

- Applied Behavioral Analysis (ABA),
- Verbal Behavioral (VB) therapy,
- Pivotal Response Treatment (PRT) programs,
- Speech Therapy,
- Occupational Therapy,
- Physical Therapy,
- Program training, development and supervision,
- Daily intervention hours, and
- Essential tools, supplies or equipment.

Signature: _____ Date: _____

Brian Sandoval
Governor



Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director


STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Budget Division

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

Date: May 22, 2012

To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration

From: Julie Strandberg, Budget Analyst 
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. An analysis of the action item and recommendation is also provided.

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Agenda Item Write-up:

Replacement Vehicle Request: Pursuant to NRS 334.010 the Division of Emergency Management is requesting approval to purchase a used vehicle in FY2012.

Additional Information:

This vehicle will be used as an emergency response vehicle equipped with an 800 MHz radio for emergency communication statewide for emergency management staff deployed to the Las Vegas area and it will transport equipment and supplies to set up an incident command center or for Preliminary Disaster Assessment team members and their equipment. When the vehicle isn't being used for emergency response, it will also be used by DEM staff when they travel to Las Vegas on agency business. This vehicle will be purchased from State Excess Property for \$7,700.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: 
ACTION ITEM: _____

RECEIVED

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

MAY 03 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

Agency Name: Division of Emergency Management	Budget Account #: 3673
Contact Name: Joyce Garrett	Telephone Number: 775-687-0300

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:

Number of vehicles requested: 1 **Amount of the request:** \$7,700

Is the requested vehicle(s) new or used: Used

Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:

Pick up

Mission of the requested vehicle(s):

The vehicle will be assigned to the Division's Las Vegas office to respond to emergencies and transport in southern Nevada.

Were funds legislatively approved for the request?

Yes No

If yes, please provide the decision unit number:

If no, please explain how the vehicles will be funded?

General Fund 50%; Emergency Management Performance Grant 50%

Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):

1 Addition(s) Replacement(s)

Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.

Yes. The vehicle is a pickup that will be used for emergency management purposes.

Please Complete for Replacement Vehicles Only:
(For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)

Current Vehicle Information:

Vehicle #1 Model Year:

Odometer Reading:

Type of Vehicle:

Vehicle #2 Model Year:

Odometer Reading:

Type of Vehicle:

Please attach an additional sheet if necessary

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

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

APPOINTING AUTHORITY APPROVAL:


Agency Appointing Authority

Deputy Director
Title

April 26, 2012
Date

BOARD OF EXAMINERS' APPROVAL:

Approved for Purchase Not Approved for Purchase

Board of Examiners

Date

Brian Sandoval
Governor



Chris Perry
Director

Christopher B. Smith
Chief

**Division of Emergency Management
Homeland Security**

2478 Fairview Drive
Carson City, Nevada 89701

Telephone (775) 687-0300 • Fax (775) 687-0322 • <http://dem.state.nv.us/>

MEMORANDUM

Date: April 25, 2012

To: Mark Teska, Administrative Services Officer
Department of Public Safety, Director's Office

From: Joyce Garrett, Administrative Services Officer
Division of Emergency Management

A handwritten signature in black ink, appearing to read "Joyce Garrett", is written over the "From:" line.

Subject: Vehicle Purchase

The Division of Emergency Management requests to buy a used vehicle from State Excess Property for use by emergency management personnel located in Southern Nevada. The Division will use this vehicle for the primary purpose of emergency response and transport in the Southern Nevada region. It will also be used in carrying out the Division's core mission of prevention, protection, mitigation, response, and recovery which includes training and exercises.

The projected annual maintenance costs for this vehicle include tune-ups, oil changes, gasoline, registration fees, maintaining a clean vehicle, and vehicle comprehensive, collision and liability insurance.

Tires*	(\$213 X 4)	\$ 852.00
Tune-up	(\$495 X 1)	495.00
Oil changes	(\$60 X 4)	240.00
Gasoline	(\$80 X 2 X 12)	1,920.00
Registration fees	(\$112 X 1)	112.00 (General Fund)
Vehicle wash	(\$25 X 12)	300.00
Comprehensive, collision and liability insurance	(\$241 X 1)	241.00

Total Annual Maintenance Costs: \$4,160.00

*Vehicle tires will be purchased every 2-4 years as necessary to maintain the safety of the vehicle.

The Division will support ongoing costs for the vehicle with funding from the Emergency Management Performance Grant – EMPG. The EMPG 50% match requirement will be met with an in-kind match. There will be no impact to the State General Fund with the exception of registration fees, which cannot be supported by federal funds.

Please contact me at 775-687-0304 if you have any questions or need additional information.

NRS 334.010 State automobiles: Purchase; use; identification; penalty.

1. 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.

2. All such automobiles must be used for official purposes only.

3. All such automobiles, except:

(a) Automobiles maintained for and used by the Governor;

(b) Automobiles used by or under the authority and direction of the Chief Parole and Probation Officer, the State Contractors' Board and auditors, the State Fire Marshal, the Investigation Division of the Department of Public Safety, the investigators of the State Gaming Control Board, the investigators of the Securities Division of the Office of the Secretary of State and the investigators of the Attorney General;

(c) One automobile used by the Department of Corrections;

(d) Two automobiles used by the Caliente Youth Center;

(e) Three automobiles used by the Nevada Youth Training Center; and

(f) Four automobiles used by the Youth Parole Bureau of the Division of Child and Family Services of the Department of Health and Human Services,

↪ must be labeled by painting the words "State of Nevada" and "For Official Use Only" on the automobiles in plain lettering. The Director of the Department of Administration or a representative of the Director shall prescribe the size and location of the label for all such automobiles.

4. Any officer or employee of the State of Nevada who violates any provision of this section is guilty of a misdemeanor.

[Part 1:7:1933; A 1947, 422; 1949, 360; 1953, 45; 1955, 543] + [2:7:1933; 1931 NCL § 6941.02]—(NRS A 1957, 62, 743; 1959, 782; 1961, 383, 627; 1963, 693; 1965, 314; 1967, 165; 1969, 129; 1971, 167; 1973, 84, 289; 1975, 61, 566; 1977, 289; 1979, 74, 881; 1981, 1189, 2013; 1985, 1984; 1989, 1959; 1991, 2127; 1993, 31, 1566; 1995, 579; 2001, 2598; 2001 Special Session, 236; 2003, 289)

Brian Sandoval
Governor



Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Budget Division

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

Date: June 8, 2012

To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration

From: Katrina Nielsen, Budget Analyst IV
Budget Division

A handwritten signature in black ink, appearing to read "Katrina Nielsen".

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. An analysis of the action item and recommendation is also provided.

DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION

Agenda Item Write-up:

A. Department of Employment, Training & Rehabilitation (DETR)

Pursuant to Assembly Bill 240, Section 1, Subsection 2 – 3 of the 2011 Legislature, DETR requests authority to contract with a former employee, through a temporary service, for assistance with the department's submittal of the 2013-2015 biennial budget request due on August 31, 2012. The term of assignment would be upon approval through September 30, 2012.

Additional Information:

Due to significant turnover in DETR's Financial Management Section the department is requesting to contract with a former employee, John Macnab, who previously worked at DETR from November 1992 to June 2011 when he retired. This former employee was the Deputy Chief Financial Officer responsible for administration and oversight over the Financial Management Section. The employee will be working for DETR through Manpower Temporary Services.

The current Chief Financial Officer, Deputy Chief Financial Officer, and the Employment Security Division/Administration Budget Manager have not previously prepared DETR's

biennial budgets and the Administrative Services Officer IV is new to the agency. In addition, the Budget and Fiscal Analysis Manager is a new hire with no state or DETR budget experience, and one Management Analyst II in the Budget Unit has no biennial budget experience.

Statutory Authority:

AB240 (1)(2)

<p>REVIEWED: <u> </u></p> <p>ACTION ITEM: <u> </u></p>
--

Assembly Bill No. 240—Assemblymen Smith, Conklin, Oceguera,
Bobzien, Kirkpatrick; Aizley, Atkinson, Diaz, Goicoechea,
Grady, Hardy, Hickey, Hogan and Mastroluca

CHAPTER.....

AN ACT relating to public agencies; revising the restrictions on contracts with or employment of former or current state employees by a state agency; providing certain exceptions; requiring state agencies to report all contracts for services as part of the budget process; requiring that a contractor with a state agency be in active and good standing with the Secretary of State; requiring certain reporting to the 77th Session of the Legislature; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Existing law restricts the employment of consultants by public agencies and requires the approval of certain contracts with consultants by the Interim Finance Committee. (NRS 284.1729) **Section 1** of this bill expands those restrictions to apply to all contracts to provide services to state agencies, revises the exceptions to the restrictions and requires approval of the State Board of Examiners rather than the Interim Finance Committee of contracts subject to the restrictions. **Section 1** also prohibits a state agency from entering into a contract with a person for services without ensuring that the person is in active and good standing with the Secretary of State. **Section 1** also provides that certain provisions governing state purchasing apply to such contracts. **Section 2** of this bill requires state agencies to report all contracts for services as part of the budget process instead of only reporting contracts with consultants and temporary employment services. **Section 3** of this bill moves the reporting requirements for school districts regarding consultants to the chapter which specifically governs school districts. **Section 3.5** of this bill requires certain reporting to the 77th Session of the Legislature concerning certain contracts for services entered into by state agencies.

EXPLANATION - Matter in *bolded italics* is new; matter between brackets ~~is to be omitted~~ is material to be omitted.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. NRS 284.1729 is hereby amended to read as follows:

284.1729 1. Except as otherwise provided in this section, a department, division or other agency of this State shall not ~~employ~~ ~~by~~ *enter into a contract* ~~{of otherwise}~~ *with* a person to provide services ~~{as a consultant}~~ for the agency if:

(a) The person is a current employee of an agency of this State;



(b) The person is a former employee of an agency of this State and less than ~~{1 year has}~~ **2 years have** expired since the termination of the person's employment with the State; *or*

(c) ~~{Except as otherwise provided in paragraph (d), the term of the contract is for more than 2 years, or is amended or otherwise extended beyond 2 years; or~~

~~{(d) The person is employed by the Department of Transportation for a transportation project that is ~~{federally}~~ entirely funded by federal money and the term of the contract is for more than 4 years, ~~{or is amended or otherwise extended beyond 4 years.}~~~~

➤ unless, before the ~~{person is employed}~~ **contract is executed** by the agency, the ~~{Interim Finance Committee}~~ **State Board of Examiners** approves the employment of the person. *The requirements of this subsection apply to any person employed by a business or other entity that enters into a contract to provide services for a department, division or agency of this State if the person will be performing or producing the services for which the business or entity is employed.*

➤ 2. The provisions of paragraph (b) of subsection 1 apply to employment through a temporary employment service. A temporary employment service providing employees for a state agency shall provide the agency with the names of the employees to be provided to the agency. The ~~{Interim Finance Committee}~~ **State Board of Examiners** shall not approve ~~{the employment of a consultant}~~ **a contract** pursuant to paragraph (b) of subsection 1 unless the ~~{Interim Finance Committee}~~ **Board** determines that one or more of the following circumstances exist:

(a) The person provides services that are not provided by any other employee of the agency or for which a critical labor shortage exists; or

(b) A short-term need or unusual economic circumstance exists for the agency to ~~{employ}~~ **contract with** the person . ~~{as a consultant}~~

➤ 3. A department, division or other agency of this State may ~~{employ}~~ **contract with** a person pursuant to paragraph (a) or (b) of subsection 1 without obtaining the approval of the ~~{Interim Finance Committee}~~ **State Board of Examiners** if the term of ~~{employment}~~ **the contract** is for less than 4 months and the executive head of the department, division or agency determines that an emergency exists which necessitates the ~~{employment}~~ **contract**. If a department, division or agency ~~{employs}~~ **contracts with** a person pursuant to this subsection, the department, division or agency shall ~~{include in the report to the Interim Finance Committee pursuant to subsection~~



~~It~~ *submit a copy of the contract and a description of the emergency*
~~to~~ *to the State Board of Examiners, which shall review the*
contract and the description of the emergency and notify the
department, division or agency whether the State Board of
Examiners would have approved the contract if it had not been
entered into pursuant to this subsection.

4. Except as otherwise provided in subsection ~~7~~ 9, a department, division or other agency of this State shall, *not later than 10 days after the end of each fiscal quarter*, report to the Interim Finance Committee ~~whenever it employs, by contract or otherwise,~~ *concerning all contracts* ~~to a person~~ to provide services ~~as a consultant~~ for the agency *that were entered into by the agency during the fiscal quarter with a person* who is a *current or former* employee of a department, division or other agency of this State.

5. Except as otherwise provided in subsection ~~7~~ 9, a department, division or other agency of this State shall not contract with a temporary employment service unless the contracting process is controlled by rules of open competitive bidding.

6. Each board or commission of this State ~~each school district in this State~~ and each institution of the Nevada System of Higher Education that employs a consultant shall, at least once every 6 months, submit to the Interim Finance Committee a report setting forth:

(a) The number of consultants employed by the board, commission ~~school district~~ or institution;

(b) The purpose for which the board, commission ~~school district~~ or institution employs each consultant;

(c) The amount of money or other remuneration received by each consultant from the board, commission ~~school district~~ or institution; and

(d) The length of time each consultant has been employed by the board, commission ~~school district~~ or institution.

7. *A department, division or other agency of this State, including a board or commission of this State and each institution of the Nevada System of Higher Education:*

(a) Shall make every effort to limit the number of contracts it enters into with persons to provide services which have a term of more than 2 years and which are in the amount of less than \$1 million; and

(b) Shall not enter into a contract with a person to provide services without ensuring that the person is in active and good standing with the Secretary of State.



BRIAN SANDOVAL
GOVERNOR




FRANK R. WOODBECK
DIRECTOR

OFFICE OF THE DIRECTOR

June 7, 2012

To: Jeff Mohlenkamp
Director, Department of Administration
Clerk, Board of Examiners

Through: Katrina Nielsen
Budget Analyst

From: Frank R. Woodbeck 
Director

Subject: Authorization to Contract with a Former Employee

The Department of Employment, Training and Rehabilitation (DETR) is requesting authorization to contract with a former employee, John Macnab, to advise and assist with the preparation of the Department's biennial budget for State Fiscal Year 14-15. The current Chief Financial Officer, Deputy Chief Financial Officer, and the Employment Security Division/Administration Budget Manager have not prepared DETR's biennial budgets in the past and the Administrative Services Officer IV is new to the agency. The Budget and Fiscal Analysis Manager is a new hire with no State or DETR budget experience, and one Management Analyst II in the Budget Unit has no biennial budget experience. The other Management Analyst II has experience with Rehabilitation Division budgets only.

Given these circumstances, DETR would like to bring back the former Deputy Chief Financial Officer upon approval of this request by the Board of Examiners. DETR is requesting that the term of the assignment run through September 30, 2012.

Thank you.

tlh

Attachment

Authorization to Contract with a Former Employee

Former Employee Name: John A. Macnab
Former Employee ID number: 03188
Former Job Title: Deputy Chief Financial Officer (ASO III)
Former Employing Agency: DETR
Former Class and Grade: 7.216 – Grade 41-10
Employment Dates: 11/23/92 – 6/24/11
Contracting Agency: DETR

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-i 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 except f-h below.

a. Summarize scope of contract work.	Advise and assist with preparation of Department's biennial budget for SFY 14-15.
b. Document former job description.	Responsible for providing administration and oversight over the following Department Financial Management Units: Budget and Fiscal Analysis; Accounting and Reporting, Purchasing and Inventory, and Special Projects. This included responsibility for managing workload, workflow, staffing, and other resources.
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?	<p>Yes.</p> <p>Statewide contract is with Manpower; therefore, no specific clause is included, but it is planned that contractor will provide guidance and training to senior Financial Management staff and Budget and Fiscal Analysis staff through the upcoming budget process.</p> <p>Will also provide training to program staff responsible for program level executive budget preparation and ongoing monitoring of division budgets.</p>
d. Explain why existing State employees within your agency cannot perform this function.	The current Chief Financial Officer (ASO IV), Deputy Chief Financial Officer (ASO III), and the Employment Security/Admin Budget Manager (ASO II) have not prepared DETR biennial budgets, and the ASO IV is a new to the agency. The Budget and Fiscal Analysis Manager is a new hire with no State or DETR budget experience, and one Management Analyst II in the Budget unit has no biennial budget experience. The other Management Analyst II has experience with Rehabilitation Division budgets only.

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.	\$ 45
g. List the range of comparable State employee rates.	ASO III-10 to ASO IV-10 \$ 41.54 - \$ 47.74
h. Justify contract rate if it exceeds the maximum employee/employer rate paid 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.	

Comments:

This contract will provide crucial support for the Department's executive budget preparation process during a period of staff and personnel transition in the department. It will provide the opportunity for training and knowledge transfer that would otherwise be very difficult to provide.

If this contract is not approved, resources would have to be diverted from the administration of the two major program divisions in the department: the Employment Security Division and the Vocational Rehabilitation Division. This would cause significant impact to the ongoing administration of those divisions and will put both at risk for operational failures.

Renée J. Olson, ESD Administrator 06.04.12
 Contracting Agency Head's Signature and Date for Director Woodbeck.

Patricia Jensen 6/8/12
 Budget Analyst

Clerk of the Board of Examiners

REQUEST FOR CHANGES TO THE STATE ADMINISTRATIVE MANUAL (SAM)

Agency Code: 080
Department: Department of Administration
Division (if applicable): Budget and Planning
Appointing authority: Jeff Mohlenkamp
Agency contact (name, phone and e-mail):

John Borrowman
684-0224
borrowman@admin.nv.gov

1. Reason/purpose for requested change:
Eliminate requirement for Budget Division to approve RXQs and “Try and Buy” purchases.
2. Existing and recommended language in SAM (*blue bold italics* is new language being proposed and ~~red strikethrough~~ is deleted language being proposed).

1511 Approvals

The following products require prior approval from other State agencies before the Purchasing Division can place orders.

1. New or used passenger vehicles, light trucks and vans require Budget Division approval. Agencies shall refer to SAM 1300 on policies for State Vehicles.
2. All computers, laptops, file servers and software require pre-approval from the Department of Information Technology (NRS 242.151 to .181).
3. All microfilm and imaging equipment requires the approval of the Micrographics Division of the Department of Cultural Affairs.
 - a. Obtain Micrographics Division approval (**SAM 2052.4**).
 - b. Indicate approval on requisition and submit to the Purchasing Division.
4. Purchase of telephone systems and related equipment:

All requests for new telephone equipment by State agencies must be reviewed and approved by the Telecommunications Division of the Department of Information Technology before submission to the Purchasing Division. The procurement of telephone equipment over \$1,000 per purchase and not on open term contract is subject to the comprehensive selection requirements of State law. Agencies should plan far enough in advance to allow for this procedure.

5. Occasionally agencies have a need to evaluate a piece of equipment before it is purchased. These “try and buy” acquisitions must be approved in writing by the Budget Division and the Purchasing Division prior to the evaluation period.

~~6. The Budget Division must approve all equipment as defined in SAM 1544 and any computers, laptops, file servers or software purchases over \$1,000.~~

3. Explain how the recommended change(s) will benefit agencies or create consistencies or efficiencies, etc. (provide examples if applicable):

RXQs and “Try and Buys” are immaterial in the scope of agency expenditures. By eliminating the Budget Division from approving these transactions, agencies requests will be processed quicker.

4. Will recommended change have a fiscal impact (if yes, explain):

No.

5. Proposed effective date:

As soon as approved by the Board of Examiners.

BOARD OF EXAMINERS APPROVAL DATE: _____
(for BOE use only)

LVI 4110 or 4111
 holdover for current lease is in progress

For Budget Division Use Only	
Reviewed by: <i>[Signature]</i>	6/18/12
Reviewed by: <i>[Signature]</i>	6/19/12
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency:

Attorney General's Office
 100 North Carson Street
 Carson City, Nevada 89701
 contact: Greg Smith
 phone: (702) 486-3777 fax: (775) 684-1108
 gsmith@ag.nv.gov

RETROACTIVE
 BOE
 NON BOE
 ANALYST INITIALS

2. Name of Lessor:

James Terry Gust
 phone: (775) 289-6272 fax: (775) 289-3919

3. Address of Lessor

1123 Great Basin Blvd
 Ely, Nevada 89301

4. Address of Lease property:

1539 Avenue F, Suite 2
 Ely, Nevada 89301

a. Square Footage:
 b. Cost:

369 usable square feet of office space and		380 usable square feet of storage space			
cost per month	# of months in time frame	cost per year	time frame		Approximate cost per square foot
\$439.10	12	\$5,269.20	August 1, 2012 - July 31, 2013		\$1.190
\$439.10	12	\$5,269.20	August 1, 2013 - July 31, 2014		\$1.190
\$439.10	12	\$5,269.20	August 1, 2014 - July 31, 2015		\$1.190
\$439.10	12	\$5,269.20	August 1, 2015 - July 31, 2016		\$1.190
\$439.10	12	\$5,269.20	August 1, 2016 - July 31, 2017		\$1.190
		\$26,346.00			
\$262.20	12	\$3,146.40	August 1, 2012 - July 31, 2013		\$0.690
\$262.20	12	\$3,146.40	August 1, 2013 - July 31, 2014		\$0.690
\$262.20	12	\$3,146.40	August 1, 2014 - July 31, 2015		\$0.690
\$262.20	12	\$3,146.40	August 1, 2015 - July 31, 2016		\$0.690
\$262.20	12	\$3,146.40	August 1, 2016 - July 31, 2017		\$0.690
		\$15,732.00			
	60	\$42,078.00			

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 OFFICE OF
 BUDGET AND PERSONNEL DIVISION

c. Total Lease Consideration:
 d. Rental Adjustments
 e. Term:
 f. Option to renew:
 g. Utilities:
 h. Janitorial:
 i. Major repairs:
 j. Minor repairs:
 k. Taxes:
 l. Comparable Market Rate:
 m. Specific termination clause in lease:
 n. Lease will be paid for by Agency Budget Account Number:

None
 Five (5) Years
 Yes
 Lessor
 Lessor
 Lessor
 Lessor
 Lessor
 After every effort to obtain this information the Market Rate is not available for this rural area.
 Breach/Default lack of funding
 1030

5. Purpose of the lease:

To house the Office of the Attorney General

6. 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: n/a Furnishings: n/a Data/Phones: n/a

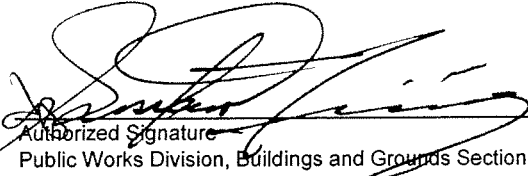
Remarks: Leasing Services negotiated this full services lease to stay at it's current rate for the term of the new lease with no increases over the five (5) year term.

LEASE #1

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20101518102
b. The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC [] INC [] CORP [] LLP []
c. Is the Contractor Exempt from obtaining a Business License:	Yes _____ No X
*If yes, please explain: _____	
d. Is the Contractors Name the same as the Legal Entity Name?	Yes X _____ No _____
*If no, please explain: _____	
e. Does the Contractor have a current Nevada State Business License (SBL)?	Yes X _____ No _____
*If no, please explain: _____	
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes X _____ No _____


 Authorized Signature
 Public Works Division, Buildings and Grounds Section

6-14-12
 Date


 Authorized Signature - Agency

Date

II
 For Board of Examiners Yes
 No

Lease #1

For Budget Division Use Only	
Reviewed by: <i>K. Kabe</i>	<i>6/6/12</i>
Reviewed by: <i>SB</i>	<i>6/12/12</i>
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Nevada State Board of Occupational Therapy
 Contact: Loretta L. Ponton, Executive Director
 Phone: (775) 746-4101
 Fax: (775) 746-4105
 board@nvot.org

2. Name of Lessor: Quail Robb Drive, LLC
 Contact: Ed Yuill
 Phone: (775) 825-7979
 Fax: (775) 825-8272

3. Address of Lessor: c/o The Ribeiro Companies
 6490 South McCarran, Bldg. E
 Reno, Nevada 89509

4. Address of Lease property: 1595 Robb Drive, Unit 1
 Reno, Nevada 89523

a. Square Footage:
 b. Cost:

752 usable square feet				
cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$1,248.32	12	\$14,979.84	August 1, 2012 - July 31, 2013	\$1.660
\$1,248.32	12	\$14,979.84	August 1, 2013 - July 31, 2014	\$1.660

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 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

c. Total Lease Consideration: 24 \$29,959.68
 d. Rental Adjustments: none
 e. Term: 2 years
 f. Option to renew: yes
 g. Utilities: Lessor
 h. Janitorial: Lessor - 3 day janitorial
 i. Major repairs: Lessor
 j. Minor repairs: Lessor
 k. Taxes: Lessor
 l. Comparable Market Rate: \$1.50 - \$1.70
 m. Specific termination clause in lease: Breach/Default lack of funding
 n. Lease will be paid for by Agency Budget Account Number: B031

5. Purpose of the lease: To house the State Board of Occupational Therapy

6. 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: N/A Furnishings: \$0.00 Data/Phones: N/A

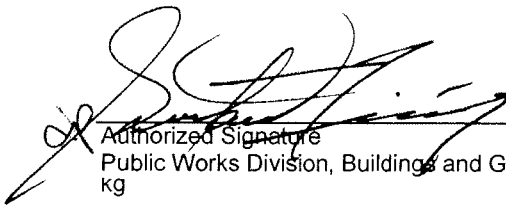
Remarks: Leasing Services negotiated a full service lease for this location.

Lease #2

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV2005137048
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"/> LLP <input type="checkbox"/>
c.	Is the Contractor Exempt from obtaining a Business License:	Yes _____ No <input checked="" type="checkbox"/>
	*If yes, please explain:	_____
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes <input checked="" type="checkbox"/> No _____
	*If no, please explain:	_____
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes <input checked="" type="checkbox"/> No _____
	*If no, please explain:	_____
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes <input checked="" type="checkbox"/> No _____


6-11-12

 Authorized Signature Date
 Public Works Division, Buildings and Grounds Section
 kg


5-30-12

 Authorized Signature - Agency Date

For Board of Examiners Yes

 No

Lease #2

For Budget Division Use Only	
Reviewed by: <i>R11</i>	<i>6/17/12</i>
Reviewed by:	<i>6/18/12</i>
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Employment, Training and Rehabilitation
 JobConnect
 500 East Third Street
 Carson City, Nevada 89713
 contact: Tami Nash
 phone: (775) 684-3891 fax: (775) 684-3980
 tnash@nvdetr.org

2. Name of Lessor: Roter Investments of Nevada, A Limited Partnership
 By City Management Corporation, General Partner
 contact: Rob Rothe, President
 phone: (425) 827-2001 fax: (425) 827-2855

3. Address of Lessor: 3000 Northup Way, Suite 101
 Bellevue, Washington 98004

4. Address of Lease property: 4001 South Virginia Street
 Reno, Nevada 89501

a. Square Footage:
 b. Cost:

9,450 usable square feet				
cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$10,513.95	12	\$126,167.40	July 1, 2012 - June 30, 2013	\$1.113
\$10,513.95	12	\$126,167.40	July 1, 2013 - June 30, 2014	\$1.113
\$10,513.95	12	\$126,167.40	July 1, 2014 - June 30, 2015	\$1.113
\$10,513.95	12	\$126,167.40	July 1, 2015 - June 30, 2016	\$1.113
\$10,513.95	12	\$126,167.40	July 1, 2016 - June 30, 2017	\$1.113
		60	\$630,837.00	

c. Total Lease Consideration:
 d. Rental Adjustments
 e. Term:
 f. Option to renew:
 g. Utilities:
 h. Janitorial:
 i. Major repairs:
 j. Minor repairs:
 k. Taxes:
 l. Comparable Market Rate:
 m. Specific termination clause in lease:
 n. Lease will be paid for by Agency Budget Account Number:

None
Five (5) Years
Yes
Lessor
Lessor
Lessor
Lessor
Lessor
\$1.50 - \$1.70
Breach/Default lack of funding
4770 / 4767

5. Purpose of the lease: To house the Department of Employment, Training and Rehabilitation - JobConnect

6. 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: n/a Furnishings: n/a Data/Phones: n/a

Remarks: Leasing Services renegotiated this Full Services lease to remain at \$1.11 per square foot for the 5 year term, with no increases, thus creating a projected savings of \$58,748.40. This lease is well under the market rate.

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 BUDGET AND PLANNING DIVISION

Lease #3

For Budget Division Use Only	
Reviewed by: <i>CS</i>	6/7/12
Reviewed by: <i>OC</i>	6/18/12
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: State Health Division, Bureau of Healthcare Quality and Compliance/Child Daycare Licensing
 4150 Technology Way, Suite 300
 Carson City, Nevada 89706
 contact: Cole Schmidt
 phone: (775) 684-4039 fax: (775) 684-4211
 cschmidt@health.nv.gov

2. Name of Lessor: Leftwich Family Trust
 contact: Scott Leftwich
 phone: (775) 885-8200, (775) 220-6903 fax: (775) 887-0366
 scottyleftwich@aol.com

3. Address of Lessor: 3506 Hobbyhorse Lane
 Carson City, Nevada 89701

4. Address of Lease property: 727 Fairview Drive, Suite E
 Carson City, Nevada 89701

a. Square Footage: 8,370 usable square feet
 b. Cost: **ED**

JUN 06 2012

**DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION**

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$11,048.40	12	\$132,580.80	October 1, 2012 - Spetember 30, 2013	\$1.320
\$11,048.40	12	\$132,580.80	October 1, 2013 - Spetember 30, 2014	\$1.320
\$11,299.50	12	\$135,594.00	October 1, 2014 - Spetember 30, 2015	\$1.350
\$11,299.50	12	\$135,594.00	October 1, 2015 - Spetember 30, 2016	\$1.350
\$11,718.00	12	\$140,616.00	October 1, 2016 - Spetember 30, 2017	\$1.400
	60	\$676,965.60		

- c. Total Lease Consideration: None
- d. Rental Adjustments: Five (5) Years
- e. Term: Yes
- f. Option to renew: Lessor
- g. Utilities: Lessor
- h. Janitorial: Lessor
- i. Major repairs: Lessor
- j. Minor repairs: Lessor
- k. Taxes: Lessor
- l. Comparable Market Rate: \$1.30 - \$1.50
- m. Specific termination clause in lease: Breach/Default lack of funding
 3216, 3217, 3149

n. Lease will be paid for by Agency Budget Account Number: 3216, 3217, 3149

5. Purpose of the lease: To house the State Health Division, Bureau of Healthcare Quality and Compliance/Child Daycare Licensing

6. 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: n/a Furnishings: n/a Data/Phones: n/a

Remarks: Leasing Services negotiated this full service lease to remain at it's current rental rates of \$1.320 for the first two years with minimal increases in years three and five.

Lease #4

For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i> 4/13/12
Reviewed by:	<i>[Signature]</i> 6/18/12
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
Division of Welfare and Supportive Services
contact: Don Coston; (775) 684-0652; Fax: (775) 684-0656
1470 College Parkway
Carson City, NV 89706-7924

2. Name of Lessor: Roter Investments of Nevada a Limited Partnership, by City Management Corporation
contact: Mr. Rothe (425) 827-2001
Fax: (425) 827-2855

3. Address of Lessor: 3000 Northup Way, Suite #101
Bellevue, Washington 98004

4. Address of Lease property: 4055 South Virginia Street
Reno, Nevada 89502

a. Square Footage: 18,450 usable square feet
b. Cost:

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DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$0.00	4	\$0.00	Months 1 through 4	\$0.000
\$23,985.00	12	\$287,820.00	Months 5 through 16	\$1.300
\$23,985.00	12	\$287,820.00	Months 17 through 28	\$1.300
\$24,704.55	12	\$296,454.60	Months 29 through 40	\$1.339
\$24,704.55	12	\$296,454.60	Months 41 through 52	\$1.339
\$25,445.69	12	\$305,348.28	Months 53 through 64	\$1.379
\$25,445.69	12	\$305,348.28	Months 65 through 76	\$1.379
\$26,209.06	12	\$314,508.72	Months 77 through 88	\$1.421
c. Total Lease Consideration:		88	\$2,093,754.48	

d. Rental Adjustments: No

e. Term: 7 years and 4 months, (eighty-eight (88) months)

f. Option to renew: Yes

g. Utilities: Lessor

h. Janitorial: Lessor

i. Major repairs: Lessor

j. Minor repairs: Lessor

k. Taxes: Lessor

l. Comparable Market Rate: \$1.50 - \$1.70

m. Specific termination clause in lease: Breach/Default lack of funding

n. Lease will be paid for by Agency Budget Account Number: 3233

5. Purpose of the lease: To house the Division of Health and Human Services

6. 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: \$5,724.00 Furnishings: \$0.00 Data/Phones: \$367,963.00

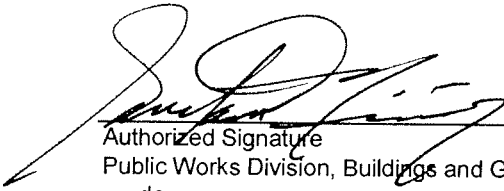
Remarks: Leasing Services negotiated this build to suit for the Division of Welfare and Supportive Services relocating from the Kings Row Reno office and splitting their program into a Reno location and a Sparks location. The relocation and separation of this office will provide better accessibility to serve the Tenants clients. Tenant was previously paying \$1.528 per square foot per month plus utilities \$0.21 per square foot per month, for a total of approximately \$1.738 per square foot per month. **Item 6a is the combined total cost for the Reno and the Sparks relocations.**

LEASE #5

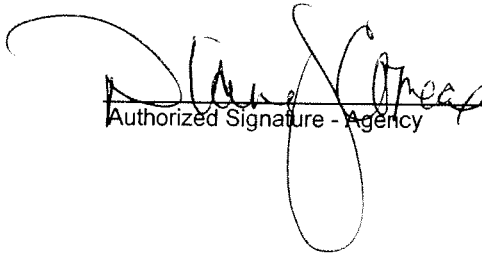
STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV19911006342
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC [] INC [] CORP [] LLP [X]
c.	Is the Contractor Exempt from obtaining a Business License:	Yes No X
	*If yes, please explain:	
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes X No
	*If no, please explain:	
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes X No
	*If no, please explain:	
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes X No


6-6-12

 Authorized Signature Date
 Public Works Division, Buildings and Grounds Section
 do


6/6/12

 Authorized Signature - Agency Date

For Board of Examiners Yes No

Lease #15

For Budget Division Use Only	
Reviewed by:	<i>CS 6/12/12</i>
Reviewed by:	
Reviewed by:	

**STATEWIDE LEASE INFORMATION
AMENDMENT ONE**

1. Agency: Nevada Department of Transportation
Environmental Services, Cultural Resources Section
1263 South Stewart Street
Carson City, Nevada 89712
Contact Steve Cooke, Phone: (775) 888-7013; Fax: (775) 888-7104

2. Name of Lessor: South Carson Mini Storage
contact: Keith Serpa
phone: (775) 882-7754 x204 fax: (775) 885-7920
kserpa@sbcglobal.net
Eileen (775) 882-7754 x203

3. Address of Lessor PO Box 1724
Carson City, Nevada 89702
716 North Carson Street, Suite E
Carson City, Nevada 89701

4. Address of Lease property: 1179 Fairview Drive, Suite G
Carson City, Nevada 89701

a. Square Footage: 4,000 usable square feet of office space and 800 usable square feet of storage

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate Cost per square foot
\$0.00	18 days	\$0.00	March 14, 2012 - March 31, 2012	\$0.000
\$0.00	1	\$0.00	April 1, 2012 - April 30, 2012	\$0.000
\$4,000.00	12	\$48,000.00	May 1, 2012 - April 30, 2013	\$1.000
\$4,000.00	12	\$48,000.00	May 1, 2013 - April 30, 2014	\$1.000
\$4,212.00	12	\$50,544.00	May 1, 2014 - April 30, 2015	\$1.053
\$4,212.00	12	\$50,544.00	May 1, 2015 - April 30, 2016	\$1.053
\$4,424.00	12	\$53,088.00	May 1, 2016 - April 30, 2017	\$1.106
		\$250,176.00		
800 sf storage space				
\$0.00	18 days	\$0.00	March 14, 2012 - March 31, 2012	\$0.000
\$0.00	1	\$0.00	April 1, 2012 - April 30, 2012	\$0.000
\$179.50	12	\$2,154.00	May 1, 2012 - April 30, 2013	\$0.224
\$179.50	12	\$2,154.00	May 1, 2013 - April 30, 2014	\$0.224
\$179.50	12	\$2,154.00	May 1, 2014 - April 30, 2015	\$0.224
\$179.50	12	\$2,154.00	May 1, 2015 - April 30, 2016	\$0.224
\$179.50	12	\$2,154.00	May 1, 2016 - April 30, 2017	\$0.224
		\$10,770.00		

c. Total Lease Consideration: \$260,946.00

d. Rental Adjustments: None

e. Term: Sixty-one (61) Months and Eighteen (18) Days

f. Option to renew: Yes

g. Utilities: Lessor

h. Janitorial: Lessor

i. Major repairs: Lessor

j. Minor repairs: Lessor

k. Taxes: Lessor

l. Comparable Market Rate: \$1.30 - \$1.50

m. Specific termination clause in lease: Breach/Default lack of funding

n. Lease will be paid for by Agency Budget Account Number: 4660

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MAY 17 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND FINANCIAL DIVISION

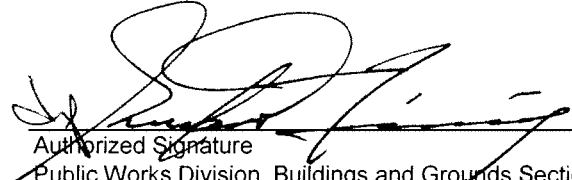
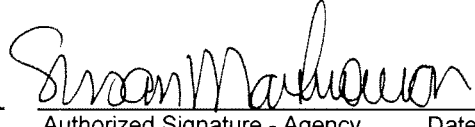
Lease #6

STATEWIDE LEASE INFORMATION

5. Purpose of the lease: This amendment to the lease reallocates the secure enclosed storage and open gated storage. Which resulted in a monthly savings of \$60.50 for a total of \$3,630.00 over the term of the lease.
6. 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
- Remarks: Prior storage provided was too small for NDOT vehicles, new storage was located and will create a savings of \$3,630.00 over the term of the lease.

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV2010568255
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC [] INC [] CORP [] LLP [X]
c.	Is the Contractor Exempt from obtaining a Business License:	Yes No X
	*If yes, please explain:	_____
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes X No
	*If no, please explain:	_____
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes X No
	*If no, please explain:	_____
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes X No

 5-16-12  5/12/2012
Authorized Signature Date Authorized Signature - Agency Date
Public Works Division, Buildings and Grounds Section
do

For Board of Examiners Yes No

Lease # 4

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: **13453**

Agency Name: **ATTORNEY GENERAL'S OFFICE**
Agency Code: **030**
Appropriation Unit: **1030-26**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **JOHNSON CONTROLS INC**
Contractor Name: **JOHNSON CONTROLS INC**
Address: **PO BOX 730068**
City/State/Zip: **DALLAS, TX 75373**
Contact/Phone: **SCOTT COOPER 800/382-2804**
Vendor No.: **T10346500A**
NV Business ID: **NV195710008769**

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 030

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/11/2012**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **3 years and 355 days**

4. Type of contract: **Contract**

Contract description: **AC Maintenance**

5. Purpose of contract:

This is a new contract to provide maintenance services on an air conditioning system located in the Attorney General's Carson City Office, in the Information Systems server room.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,359.00**

Other basis for payment: \$1,216.50 per quarter (1st year); \$1,253.00 per quarter (2nd year); \$1,290.75 per quarter (3rd year) and \$1,329.50 per quarter (4th year).

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a new contract to provide maintenance services to the air conditioning system located in the Carson City Office Information Systems server room since the system requires quarterly maintenance.

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 expertise to service this air conditioning system.

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 was chosen since their cost included providing parts which made their pricing must lower than the other vendors.

d. Last bid date: 04/09/2012 Anticipated re-bid date: 04/01/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dcallens	05/29/2012 14:05:20 PM
Division Approval	clesli1	05/29/2012 15:12:32 PM
Department Approval	chowle	05/30/2012 14:51:04 PM
Contract Manager Approval	shanshew	05/31/2012 12:16:31 PM
Budget Analyst Approval	csawaya	06/05/2012 10:36:05 AM
BOE Agenda Approval	sbrown	06/12/2012 13:03:45 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 CONTRACT1. Contract Number: **13075**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1348-15**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: AON Risk Consultants, Inc

Contractor Name: **AON Risk Consultants, Inc**Address: **1901 Main Street, Ste. 300**City/State/Zip: **Irvine, CA 92614**

Contact/Phone: Steven Kahn 949/608-6418

Vendor No.: T27026201

NV Business ID: NV20101656372

To what State Fiscal Year(s) will the contract be charged? **2013-2015**

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 %	<input checked="" type="checkbox"/> Other funding	100.00 % Insurance Premium Trust Fund

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2012**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2014**Contract term: **2 years and 174 days**4. Type of contract: **Contract**Contract description: **Actuarial Study**

5. Purpose of contract:

This is a new contract which provides an actuarial study including an estimate of outstanding losses, project ultimate losses and project losses paid for the Self-Insured Automobile Liability, Civil Rights Liability and General Liability Programs under the Insurance Premium Trust Fund (also known as the Tort Fund).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,500.00**

Other basis for payment: \$6,250.00 for the period of July 2012 - October 2012 and \$6,250.00 for the period of July 2014 - October 2014

II. JUSTIFICATION

7. What conditions require that this work be done?

The actuary report, compiled under the terms of this contract, is used in conjunction with the annual audit contract of the Insurance Premium Trust Fund. The results of the annual audit are forwarded to the Controller's Office for inclusion in the annual Comprehensive Annual Financial Report. The results of the actuary report are also used to assist in rate setting during the legislative budgeting process.

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 this type of expertise.

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 has provided the actuary report for several years and is aware of the State of Nevada requirements. Their cost to complete this project was the lowest.

d. Last bid date: 02/29/2012 Anticipated re-bid date: 02/01/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dcallens	05/29/2012 12:21:56 PM
Division Approval	clesli1	05/29/2012 15:12:43 PM
Department Approval	chowle	05/30/2012 14:50:26 PM
Contract Manager Approval	shanshew	06/05/2012 13:46:25 PM
Budget Analyst Approval	csawaya	06/05/2012 15:23:14 PM
BOE Agenda Approval	sbrown	06/12/2012 12:48:57 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: **13522**

Agency Name: SECRETARY OF STATE'S OFFICE	Legal Entity Name: Coast Hotels and Casinos Inc dba Gold Coast Hotel and Casiino
Agency Code: 040	Contractor Name: Coast Hotels and Casinos Inc dba Gold Coast Hotel and Casiino
Appropriation Unit: 1057-12	Address: Gold Coast Hotel and Casino 400 W Flamingo Rd Las Vegas, NV 89103
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89103
If "No" please explain: Not Applicable	Contact/Phone: Misty Morris 702-367-7111
	Vendor No.: T29028933
	NV Business ID: NV19951135910

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Notary Training
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 **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 364 days**

4. Type of contract: **Rental Agreement**

Contract description: **Gold Coast**

5. Purpose of contract:

This is a new contract to provide for monthly room rental to conduct two-day Notary Training classes in Southern Nevada as required by NRS 240.018.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,000.00**

Other basis for payment: Rental charges will be invoiced based on rental room rate of \$800 per day, Water, tea and coffee, and service charges are based on rate schedule specified in Attachment AA

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 240.018 provides courses of study for mandatory training of notaries public. Such courses of study must include at least 4 hours of instruction relating to the functions and duties of notaries public.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The classes are conducted by State employees of the Secretary of State. The State does not own property to accommodate the classes therefore space must be rented.

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 provided the most cost effective conference room space and related services.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. 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

12. 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:

Secretary of State - 2010-2012 - Satisfactory

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nlambole	06/06/2012 14:17:30 PM
Division Approval	nlambole	06/06/2012 14:17:34 PM
Department Approval	nlambole	06/06/2012 14:17:37 PM
Contract Manager Approval	vmccormi	06/06/2012 14:20:22 PM
Budget Analyst Approval	jstrandb	06/14/2012 14:00:29 PM
BOE Agenda Approval	cwatson	06/15/2012 08:21:29 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: **13449**

Agency Name: CONTROLLER'S OFFICE	Legal Entity Name: EMERSON NETWORK POWER
Agency Code: 060	Contractor Name: EMERSON NETWORK POWER
Appropriation Unit: 1130-26	Address: LIEBERT SERVICES, INC.
Is budget authority available?: Yes	610 EXECUTIVE CAMPUS DR
If "No" please explain: Not Applicable	WESTERVILLE, OH 43082
	Contact/Phone: null614-841-6700
	Vendor No.: T80972847
	NV Business ID: NV19991322344
To what State Fiscal Year(s) will the contract be charged?	2013-2017

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	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **060**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2012**

Anticipated BOE meeting date **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **UPS Maintenance**

5. Purpose of contract:

This is a new contract to provide two preventative maintenance services annually for the Uninterruptible Power System (UPS) and batteries in addition to 24/7 remote monitoring of the UPS.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$39,995.32**

Payment for services will be made at the rate of \$9,998.83 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

The UPS and battery backup provide emergency power to computer hardware during power outages. They must be maintained and in good working condition at all times.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State staff do not have the expertise, training or equipment required to perform the maintenance and repair 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):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Emerson Power Supply was the only vendor able to provide on-site maintenance.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

Emerson Network Power has been under contract with the Controller's Office since 9/1/2006 to provide the same services this new contract is requiring. Their service has been outstanding.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aecho	06/06/2012 10:54:23 AM
Division Approval	aecho	06/06/2012 10:54:27 AM
Department Approval	aecho	06/06/2012 10:54:29 AM
Contract Manager Approval	aecho	06/06/2012 10:54:34 AM
Budget Analyst Approval	knielsen	06/07/2012 08:59:18 AM
BOE Agenda Approval	cwatson	06/08/2012 11:43:38 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: **13387**

Agency Name: STATE PUBLIC WORKS DIVISION	Legal Entity Name: Advanced Integrated Pest Management
Agency Code: 082	Contractor Name: Advanced Integrated Pest Management
Appropriation Unit: 1349-12	Address: PO Box 1871
Is budget authority available?: Yes	City/State/Zip: Dayton, NV 89403
If "No" please explain: Not Applicable	Contact/Phone: Scott Conner 775-461-9031
	Vendor No.:
	NV Business ID: NV20101149905

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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 %	Buildings and Grounds, building rent income fee
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 **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Pest Control**

5. Purpose of contract:

This is a new contract to provide ongoing pest control services, exterior and interior, on an as needed basis for various State buildings in the Carson City and Reno area, upon the request and approval of a Buildings and Grounds designee.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$80.00 - \$100.00 per hour plus materials, Monday through Friday, 7:30 a.m. - 4:30 p.m. for general pest control; \$120.00-\$140.00 per hour plus materials, Monday through Friday, 4:00 a.m.-7:30 a.m., 4:30 p.m.-9:00 p.m., and Saturday 7:00 a.m.-4:00 p.m. for general pest control; \$100.00-\$125.00 per hour plus materials, Monday through Friday, 7:30 a.m.-4:30 p.m. for termite control; \$135.00-\$190.00 per hour plus materials, Monday through Friday, 4:00 a.m.-7:30 a.m., 4:30 p.m.-9:00 p.m., and Saturday 7:00 a.m.-4:00 p.m. for termite control; bedbugs, birds, and bees bid upon request only; rates are for labor only; rates do not include supplies or materials, materials are charged at cost plus 20%; Sundays and Holidays for emergency services only, one hour minimum charge

II. JUSTIFICATION

7. What conditions require that this work be done?

This service is necessary in order to eliminate pests and insects for the health and safety of employees and visitors.

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? **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 is one of multiple contracts for pest control services on file. Per SAM 0338.0, each contractor will be contacted to submit bids for available jobs.

d. Last bid date: 03/01/2012 Anticipated re-bid date: 03/01/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wsalisp1	06/05/2012 06:37:51 AM
Division Approval	wsalisp1	06/05/2012 06:37:54 AM
Department Approval	wsalisp1	06/05/2012 06:37:57 AM
Contract Manager Approval	wsalisp1	06/05/2012 06:38:04 AM
Budget Analyst Approval	jrodrig9	06/05/2012 18:25:12 PM
BOE Agenda Approval	cwatson	06/08/2012 11:41:37 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: **13464**

Agency Name: STATE PUBLIC WORKS DIVISION	Legal Entity Name: STONE SERVICES INC
Agency Code: 082	Contractor Name: STONE SERVICES INC
Appropriation Unit: 1349-12	Address: ALPEN GLOW
Is budget authority available?: Yes	1080 LAVENDER WAY
If "No" please explain: Not Applicable	City/State/Zip: RENO, NV 89511
	Contact/Phone: Dean Duke 775/853-6985
	Vendor No.: T80961747
	NV Business ID: NV19951132117
To what State Fiscal Year(s) will the contract be charged?	2013-2017

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 % Buildings and Grounds rent income fees
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: **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/01/2016**

Contract term: **4 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Stone Floor Care**

5. Purpose of contract:

This is a new contract to provide ongoing stone floor care services including cleaning, rehonng, grinding, polishing and sealing in various State buildings in Northern Nevada on an as needed basis at the request and approval of a Public Works Division, Buildings and Grounds Section representative.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$85.00 per hour for restoration of all stone floors and walls including all machinery, the operator and all abrasives either diamond or compound for diamond grinding and compound polishing; \$37.50 per hour for general labor includes price per man and all materials used such as cleaners and equipment; hours of operation are usually off hours and weekends to accommodate office personnel in State offices.

II. JUSTIFICATION

7. What conditions require that this work be done?

Marble and stone floors need to be cleaned, rehonng and polished as part of a restoration process every two years at various state locations in Northern Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of manpower, equipment and 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: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

This is one of multiple contractors for floor refinishing and care services on file. Per SAM 0338.0, each contractor will be contacted to submit bids on projects.

d. Last bid date: 03/20/2012 Anticipated re-bid date: 03/31/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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 2003 to July 2007; Public Works Division, Building and Grounds Section; satisfactory service.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lbruce	05/24/2012 14:14:33 PM
Division Approval	lbruce	05/24/2012 14:14:36 PM
Department Approval	lbruce	05/24/2012 14:14:40 PM
Contract Manager Approval	lbruce	05/24/2012 14:14:45 PM
Budget Analyst Approval	jrodrig9	06/04/2012 18:40:39 PM
BOE Agenda Approval	cwatson	06/08/2012 11:38:39 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 CONTRACT1. Contract Number: **13542**Agency Name: **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: **CSG Consultants Inc**Contractor Name: **CSG Consultants Inc**Address: **1225 Eighth St.**City/State/Zip: **Sacramento, CA 95814**Contact/Phone: **null209-304-4603**

Vendor No.:

NV Business ID: **NV19741002629**To what State Fiscal Year(s) will the contract be charged? **2013**

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 depending on project requiring work

Agency Reference #: **35059**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **07/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **364 days**4. Type of contract: **Open Term**Contract description: **CODE PLAN CHCK SERV**

5. Purpose of contract:

This is a new contract to provide professional Code Plan Checking services as required. SWPD Contract No. 35059.

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?

Code plan checking required to ensure building safety and code compliance.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWB 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 Applicableb. 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 this type of work.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	06/06/2012 14:38:24 PM
Division Approval	dgrimm	06/06/2012 14:38:26 PM
Department Approval	dgrimm	06/06/2012 16:01:35 PM
Contract Manager Approval	dgrimm	06/06/2012 16:01:38 PM
Budget Analyst Approval	jrodrig9	06/15/2012 12:37:02 PM
BOE Agenda Approval	cwatson	06/15/2012 14:35:54 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: **13478**

Agency Name: **PURCHASING DIVISION**
 Agency Code: **083**
 Appropriation Unit: **1362-21**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **ADVANCEPIERRE FOODS INC**
 Contractor Name: **ADVANCEPIERRE FOODS INC**
 Address: **9990 PRINCETON GLENDALE RD**
 City/State/Zip: **CINCINNATI, OH 45246-1116**
 Contact/Phone: null513/682-1317
 Vendor No.: T27028372
 NV Business ID: NV20091345689

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Various program funds - pass through costs to recipient agencies

Agency Reference #: RFQ 1920

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2012**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 355 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Food**

5. Purpose of contract:

This is a new contract to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The increase in meal participation, school districts and other agencies use processed food products in their school lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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?

This was a multiple award to various vendors who met the qualifications of the RFQ.

d. Last bid date: 04/02/2012 Anticipated re-bid date: 04/04/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

AdvancePierre Foods has had a contract with the Food Distribution Program and the services were satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	06/04/2012 12:29:06 PM
Division Approval	kperondi	06/04/2012 12:29:09 PM
Department Approval	kperondi	06/04/2012 12:29:11 PM
Contract Manager Approval	jgimlin	06/05/2012 06:47:55 AM
Budget Analyst Approval	csawaya	06/07/2012 16:30:18 PM
BOE Agenda Approval	sbrown	06/12/2012 07:33:51 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: **13503**

Agency Name: **PURCHASING DIVISION**

Agency Code: **083**

Appropriation Unit: **1362-21**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **Bongards Creameries**

Contractor Name: **Bongards Creameries**

Address: **13200 County Road 51**

City/State/Zip: **Bongards, MN 55368**

Contact/Phone: **Joe DeAntoni 952-466-3582**

Vendor No.:

NV Business ID: **NV20121327871**

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Various program funds - pass through costs to recipient agencies

Agency Reference #: **RFQ 1920**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2012**

Anticipated BOE meeting date **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 355 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Food**

5. Purpose of contract:

This is a new contract to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

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 increase in meal participation, school districts and other agencies use processed food products in their lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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?

This was a multiple award to various vendors who met the qualifications of the RFQ.

d. Last bid date: 04/02/2012 Anticipated re-bid date: 04/04/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	06/04/2012 12:37:32 PM
Division Approval	kperondi	06/04/2012 12:37:34 PM
Department Approval	kperondi	06/04/2012 12:37:35 PM
Contract Manager Approval	jgimlin	06/05/2012 06:50:09 AM
Budget Analyst Approval	csawaya	06/08/2012 14:36:25 PM
BOE Agenda Approval	sbrown	06/12/2012 12:29:57 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: **13517**

Agency Name: **PURCHASING DIVISION**

Agency Code: **083**

Appropriation Unit: **1362-21**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **CARGILL KITCHEN SOLUTIONS INC**

Contractor Name: **CARGILL KITCHEN SOLUTIONS INC**

Address: **206 W 4TH ST**

City/State/Zip: **MONTICELLO, MN 55362-8524**

Contact/Phone: **null763/271-5692**

Vendor No.: **PUR0003798**

NV Business ID: **NV20071541062**

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Various program funds - pass through costs to recipient agencies

Agency Reference #: **RFQ 1920**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2012**

Anticipated BOE meeting date **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 355 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Food**

5. Purpose of contract:

This is a new contract to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

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 increase in meal participation, school districts and other agencies use processed food products in their lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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?

This was a multiple award to various vendors who met the qualifications of the RFQ.

d. Last bid date: 04/02/2012 Anticipated re-bid date: 04/04/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

Cargill Kitchen Solutions has had a contract with the Food Distribution Program and the services were satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	06/04/2012 12:40:23 PM
Division Approval	kperondi	06/04/2012 12:40:25 PM
Department Approval	kperondi	06/04/2012 12:40:27 PM
Contract Manager Approval	jgimlin	06/05/2012 06:51:14 AM
Budget Analyst Approval	csawaya	06/08/2012 14:37:41 PM
BOE Agenda Approval	sbrown	06/12/2012 12:40:24 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: **13504**

Agency Name: PURCHASING DIVISION	Legal Entity Name: CONAGRA FOODS INC
Agency Code: 083	Contractor Name: CONAGRA FOODS INC
Appropriation Unit: 1362-21	Address: 801 DYE MILL RD
Is budget authority available?: Yes	City/State/Zip: TROY, OH 45373
If "No" please explain: Not Applicable	Contact/Phone: null937/440-2959
	Vendor No.: T81099090B
	NV Business ID: NV20031300808
To what State Fiscal Year(s) will the contract be charged?	2013-2014

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 % Various program funds - pass through costs to recipient agencies

Agency Reference #: **RFQ 1920**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2012**

Anticipated BOE meeting date **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 355 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Foods**

5. Purpose of contract:

This is a new contract to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

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 increase in meal participation, school districts and other agencies use processed food products in their lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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?

This was a multiple award to various vendors who met the qualifications of the RFQ.

d. Last bid date: 04/02/2012 Anticipated re-bid date: 04/04/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

Conagra Foods has had a contract with the Food Distribution Program and the services were satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	06/04/2012 12:38:11 PM
Division Approval	kperondi	06/04/2012 12:38:13 PM
Department Approval	kperondi	06/04/2012 12:38:15 PM
Contract Manager Approval	jgimlin	06/05/2012 06:50:21 AM
Budget Analyst Approval	csawaya	06/08/2012 15:14:56 PM
BOE Agenda Approval	sbrown	06/12/2012 08:59:17 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: **13507**

Agency Name: **PURCHASING DIVISION**

Agency Code: **083**

Appropriation Unit: **1362-21**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **ES FOODS INC**

Contractor Name: **ES FOODS INC**

Address: **20 CROSSWAYS PARK DR N**

City/State/Zip: **WOODBURY, NY 11797-2007**

Contact/Phone: **null516/682-5494**

Vendor No.: **T27004717**

NV Business ID: **NV20111269942**

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Various programs funds - pass through costs to recipient agencies

Agency Reference #: **RFQ 1920**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2012**

Anticipated BOE meeting date **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 355 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Foods**

5. Purpose of contract:

This is a new contract to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

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 increase in meal participation, school districts and other agencies use processed food products in their lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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?

This was a multiple award to various vendors who met the qualifications of the RFQ.

d. Last bid date: 04/02/2012 Anticipated re-bid date: 04/04/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

ES Foods has had a contract with the Food Distribution Program and the services were satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	06/04/2012 12:39:15 PM
Division Approval	kperondi	06/04/2012 12:39:17 PM
Department Approval	kperondi	06/04/2012 12:39:19 PM
Contract Manager Approval	jgimlin	06/05/2012 06:50:47 AM
Budget Analyst Approval	csawaya	06/08/2012 15:04:11 PM
BOE Agenda Approval	sbrown	06/12/2012 10:59:42 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: **13506**

Agency Name: **PURCHASING DIVISION**
 Agency Code: **083**
 Appropriation Unit: **1362-21**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **GOODMAN FOOD PRODUCTS DBA**
 Contractor Name: **GOODMAN FOOD PRODUCTS DBA**
 Address: **DON LEE FARMS**
200 E BEACH AVE
 City/State/Zip: **INGLEWOOD, CA 90302**
 Contact/Phone: null310/674-3180
 Vendor No.: T81007878
 NV Business ID: NV20121306427

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Various program funds - pass through costs to recipient agencies

Agency Reference #: RFQ 1920

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2012**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 355 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Foods**

5. Purpose of contract:

This is a new contract to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The increase in meal participation, school districts and other agencies use processed food products in their lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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?

This was a multiple award to various vendors who met the qualifications of the RFQ.

d. Last bid date: 04/02/2012 Anticipated re-bid date: 04/04/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

Don Lee Farms has had a contract with the Food Distribution Program and the services were satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	06/04/2012 12:38:44 PM
Division Approval	kperondi	06/04/2012 12:38:46 PM
Department Approval	kperondi	06/04/2012 12:38:48 PM
Contract Manager Approval	jgimlin	06/05/2012 06:50:34 AM
Budget Analyst Approval	csawaya	06/08/2012 14:39:43 PM
BOE Agenda Approval	sbrown	06/12/2012 12:46:27 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: **13518**

Agency Name: **PURCHASING DIVISION**
Agency Code: **083**
Appropriation Unit: **1362-21**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **JENNIE O TURKEY STORE SALES**
Contractor Name: **JENNIE O TURKEY STORE SALES**
Address: **LLC**
2505 WILLMAR AVE SW
City/State/Zip: **WILLMAR, MN 56201**
Contact/Phone: null303/681-2421
Vendor No.: T27012910
NV Business ID: NV20111148418

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Various program funds - pass through costs to recipient agencies

Agency Reference #: RFQ 1920

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2012**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 355 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Foods**

5. Purpose of contract:

This is a new contract to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The increase in meal participation, school districts and other agencies use processed food products in their lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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?

This was a multiple award to various vendors who met the qualifications of the RFQ.

d. Last bid date: 04/02/2012 Anticipated re-bid date: 04/04/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

Jennie-O Turkey has had a contract with the Food Distribution Program and the services were satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	06/04/2012 12:40:47 PM
Division Approval	kperondi	06/04/2012 12:40:49 PM
Department Approval	kperondi	06/04/2012 12:40:51 PM
Contract Manager Approval	jgimlin	06/05/2012 06:51:28 AM
Budget Analyst Approval	csawaya	06/08/2012 14:31:36 PM
BOE Agenda Approval	sbrown	06/12/2012 12:28:25 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: **13487**

Agency Name: PURCHASING DIVISION	Legal Entity Name: JM SMUCKER LLC
Agency Code: 083	Contractor Name: JM SMUCKER LLC
Appropriation Unit: 1362-21	Address: STRAWBERRY LN
Is budget authority available?: Yes	City/State/Zip: ORRVILLE, OH 44667
If "No" please explain: Not Applicable	Contact/Phone: null330/684-3770
	Vendor No.: T81092436
	NV Business ID: NV20081555931
To what State Fiscal Year(s) will the contract be charged?	2013-2014

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 % Various program funds - pass through costs to recipient agencies

Agency Reference #: **RFQ 1920**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2012**

Anticipated BOE meeting date **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 355 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Food**

5. Purpose of contract:

This is a new contract to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

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 increase in meal participaton, school districts and other agencies use processed food products in their school lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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?

This was a multiply award to various vendors who met the qualifications of the RFQ.

d. Last bid date: 04/02/2012 Anticipated re-bid date: 04/04/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

Smucker Food Service, Inc. has had a contract with the Food Distribution Program and the services were satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	06/04/2012 12:27:20 PM
Division Approval	kperondi	06/04/2012 12:27:22 PM
Department Approval	kperondi	06/04/2012 12:27:24 PM
Contract Manager Approval	jgimlin	06/05/2012 06:48:38 AM
Budget Analyst Approval	csawaya	06/08/2012 14:56:02 PM
BOE Agenda Approval	sbrown	06/12/2012 10:56:37 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: **13477**

Agency Name: **PURCHASING DIVISION**

Agency Code: **083**

Appropriation Unit: **1362-21**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **JTM FOOD PROVISIONS CO INC DBA**

Contractor Name: **JTM FOOD PROVISIONS CO INC DBA**

Address: **JTM FOOD GROUP
200 SALES DR**

City/State/Zip: **HARRISON, OH 45030**

Contact/Phone: **null800/626-2308**

Vendor No.: **T32000892**

NV Business ID: **NV20101609825**

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Various program funds - pass through costs to recipient agencies

Agency Reference #: **RFQ 1920**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2012**

Anticipated BOE meeting date **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 355 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Foods**

5. Purpose of contract:

This is a new contract to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

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 increase in meal participation, school districts and other agencies use processed food products in their school lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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?

This was a multiple award to various vendors who met the qualifications of the RFQ.

d. Last bid date: 04/02/2012 Anticipated re-bid date: 04/04/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

JTM Provisions has had a contract with the Food Distribution Program and the services were satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	06/04/2012 12:26:27 PM
Division Approval	kperondi	06/04/2012 12:26:30 PM
Department Approval	kperondi	06/04/2012 12:26:32 PM
Contract Manager Approval	jgimlin	06/05/2012 06:47:36 AM
Budget Analyst Approval	csawaya	06/08/2012 14:53:12 PM
BOE Agenda Approval	sbrown	06/12/2012 10:55:23 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: **13508**

Agency Name: **PURCHASING DIVISION**
Agency Code: **083**
Appropriation Unit: **1362-21**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **LAND O'LAKES, INC.**
Contractor Name: **LAND O'LAKES, INC.**
Address: **1200 COUNTY ROAD F WEST**
City/State/Zip: **ARDEN HILLS, MN 55112**
Contact/Phone: **Alethia Scheet 651-375-2364**
Vendor No.:
NV Business ID: **NV19811013447**

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Various program funds - pass through costs to recipient agencies

Agency Reference #: **RFQ 1920**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2012**

Anticipated BOE meeting date **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 355 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Foods**

5. Purpose of contract:

This is a new contract to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The increase in meal participation, school districts and other agencies use processed food products in their lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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?

This was a multiple award to various vendors who met the qualifications of the RFQ.

d. Last bid date: 04/02/2012 Anticipated re-bid date: 04/04/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

Land O'Lakes, Inc. has had a contract with the Food Distribution Program and the services were satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	06/04/2012 12:39:48 PM
Division Approval	kperondi	06/04/2012 12:39:50 PM
Department Approval	kperondi	06/04/2012 12:39:52 PM
Contract Manager Approval	jgimlin	06/05/2012 06:51:02 AM
Budget Analyst Approval	csawaya	06/08/2012 14:38:48 PM
BOE Agenda Approval	sbrown	06/12/2012 12:41:43 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: **13491**

Agency Name: **PURCHASING DIVISION**
 Agency Code: **083**
 Appropriation Unit: **1362-21**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **LETS DO LUNCH INC DBA**
 Contractor Name: **LETS DO LUNCH INC DBA**
 Address: **INTEGRATED FOOD SERVICE
 310 W ALONDRA BLVD
 GARDENA, CA 90248**
 City/State/Zip: **GARDENA, CA 90248**
 Contact/Phone: null310/523-3664
 Vendor No.: PUR0003797
 NV Business ID: NV20111272488

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Various program funds - pass through costs to recipient agencies

Agency Reference #: RFQ 1920

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2012**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 355 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Food**

5. Purpose of contract:

This is a new contract to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

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 increase in meal participation, school districts and other agencies use processed food products in their school lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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?

This was a multiple award to various vendors who met the qualifications of the RFQ.

d. Last bid date: 04/02/2012 Anticipated re-bid date: 04/04/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

Integrated Food Services has had a contract with the Food Distribution Program and the services were satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	06/04/2012 12:22:40 PM
Division Approval	kperondi	06/04/2012 12:22:41 PM
Department Approval	kperondi	06/04/2012 12:22:44 PM
Contract Manager Approval	jgimlin	06/05/2012 06:49:04 AM
Budget Analyst Approval	csawaya	06/08/2012 15:17:39 PM
BOE Agenda Approval	sbrown	06/12/2012 10:43:45 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: **13481**

Agency Name: **PURCHASING DIVISION**
 Agency Code: **083**
 Appropriation Unit: **1362-21**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **MCI FOODS INC DBA**
 Contractor Name: **MCI FOODS INC DBA**
 Address: **LOS CABOS MEXICAN FOODS
 13013 MOLETTE ST
 SANTA FE SPRINGS, CA 90670-5521**
 City/State/Zip:
 Contact/Phone: null562/977-4000
 Vendor No.: T81022385
 NV Business ID: NV20091096701

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Various program funds - pass through costs to recipient agencies

Agency Reference #: RFQ 1920

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2012**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 355 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Food**

5. Purpose of contract:

This is a new contract to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

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 increase in meal participation, school districts and other agencies use processed food products in their school lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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?

This was a multiple award to various vendors who met the qualifications of the RFQ.

d. Last bid date: 04/02/2012 Anticipated re-bid date: 04/04/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

M.C.I. Foods has had a contract with the Food Distribution Program and the services were satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	06/04/2012 12:20:50 PM
Division Approval	kperondi	06/04/2012 12:20:52 PM
Department Approval	kperondi	06/04/2012 12:20:54 PM
Contract Manager Approval	jgimlin	06/05/2012 06:48:25 AM
Budget Analyst Approval	csawaya	06/08/2012 15:20:11 PM
BOE Agenda Approval	sbrown	06/12/2012 12:18:47 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: **13492**

Agency Name: **PURCHASING DIVISION**
 Agency Code: **083**
 Appropriation Unit: **1362-21**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **National Food Group**
 Contractor Name: **National Food Group**
 Address: **46820 Magellan Drive, Suite A**
 City/State/Zip: **Novi, MI 48377**
 Contact/Phone: **Tara Sharpe 734-446-1126**
 Vendor No.:
 NV Business ID: **NV20121331501**

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Various program funds - pass through costs to recipient agencies

Agency Reference #: **RFQ 1920**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2012**

Anticipated BOE meeting date **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 355 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Food**

5. Purpose of contract:

This is a new contract to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

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 increase in meal participation, school districts and other agencies use processed food products in their school lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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?

This was a multiple award to various vendors who met the qualifications of the RFQ.

d. Last bid date: 04/02/2012 Anticipated re-bid date: 04/04/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	06/04/2012 12:21:56 PM
Division Approval	kperondi	06/04/2012 12:21:58 PM
Department Approval	kperondi	06/04/2012 12:22:00 PM
Contract Manager Approval	jgimlin	06/05/2012 06:49:17 AM
Budget Analyst Approval	csawaya	06/08/2012 15:08:42 PM
BOE Agenda Approval	sbrown	06/12/2012 10:51:18 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: **13490**

Agency Name: **PURCHASING DIVISION**

Agency Code: **083**

Appropriation Unit: **1362-21**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **Pilgrim's Pride Corporation**

Contractor Name: **Pilgrim's Pride Corporation**

Address: **1770 Promontory Circle**

City/State/Zip: **Greeley, CO 80634**

Contact/Phone: **Michael Rioux 678-691-5322**

Vendor No.:

NV Business ID: **NV20011435363**

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Various program funds - pass through costs to recipient agencies

Agency Reference #: **RFQ 1920**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2012**

Anticipated BOE meeting date **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 355 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Food**

5. Purpose of contract:

This is a new contract to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

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 increase in meal participation, school districts and other agencies use processed food products in their school lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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?

This was a multiple award to various vendors who met the qualifications of the RFQ.

d. Last bid date: 04/02/2012 Anticipated re-bid date: 04/04/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

Pilgrim's Pride has had a contract with the Food Distribution Program and the srevices were satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	06/04/2012 12:19:51 PM
Division Approval	kperondi	06/04/2012 12:19:53 PM
Department Approval	kperondi	06/04/2012 12:19:56 PM
Contract Manager Approval	jgimlin	06/05/2012 06:48:51 AM
Budget Analyst Approval	csawaya	06/08/2012 15:38:34 PM
BOE Agenda Approval	sbrown	06/12/2012 10:52:21 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: **13502**

Agency Name: **PURCHASING DIVISION**

Agency Code: **083**

Appropriation Unit: **1362-21**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **RICH PRODUCTS CORPORATION**

Contractor Name: **RICH PRODUCTS CORPORATION**

Address: **1 ROBERT RICH WAY**

City/State/Zip: **BUFFALO, NY 14213**

Contact/Phone: **null716/878-8597**

Vendor No.: **T32000900**

NV Business ID: **NV20021367199**

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Various program funds - pass through costs to recipient agencies

Agency Reference #: **RFQ 1920**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2012**

Anticipated BOE meeting date **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 355 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Foods**

5. Purpose of contract:

This is a new contract to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

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 increase in meal participation, school districts and other agencies use processed food products in their lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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?

This was a multiple award to various vendors who met the qualifications of the RFQ.

d. Last bid date: 04/02/2012 Anticipated re-bid date: 04/04/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

Rich Products Corporation has had a contract with the Food Distribution Program and the services were satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	06/04/2012 12:36:58 PM
Division Approval	kperondi	06/04/2012 12:37:01 PM
Department Approval	kperondi	06/04/2012 12:37:03 PM
Contract Manager Approval	jgimlin	06/05/2012 06:49:55 AM
Budget Analyst Approval	csawaya	06/08/2012 14:35:24 PM
BOE Agenda Approval	sbrown	06/12/2012 12:30:50 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: **13480**

Agency Name: **PURCHASING DIVISION**
Agency Code: **083**
Appropriation Unit: **1362-21**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **RICHANDRE INC DBA**
Contractor Name: **RICHANDRE INC DBA**
Address: **ARDELLAS**
1170 SANDHILL AVE
City/State/Zip: **CARSON, CA 90746**
Contact/Phone: null310/762-1560
Vendor No.: T27004416
NV Business ID: NV20111314215

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Various program funds - pass through costs to recipient agencies

Agency Reference #: RFQ 1920

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2012**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 355 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Food**

5. Purpose of contract:

This is a new contract to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The increase in meal participation, school districts and other agencies use processed food products in their school lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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?

This was a multiple award to various vendors who met the qualifications of the RFQ.

d. Last bid date: 04/02/2012 Anticipated re-bid date: 04/04/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

Ardella's has had a contract with the Food Distribution Program and the services were satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	06/04/2012 12:30:17 PM
Division Approval	kperondi	06/04/2012 12:30:19 PM
Department Approval	kperondi	06/04/2012 12:30:21 PM
Contract Manager Approval	jgimlin	06/05/2012 06:48:10 AM
Budget Analyst Approval	csawaya	06/08/2012 14:57:26 PM
BOE Agenda Approval	sbrown	06/12/2012 10:57:46 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: **13541**

Agency Name: **PURCHASING DIVISION**

Agency Code: **083**

Appropriation Unit: **1362-21**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **Red Gold, LLC**

Contractor Name: **Red Gold, LLC**

Address: **1500 Tomato Country Way**

City/State/Zip: **Elwood, IN 46036**

Contact/Phone: **David Halt 765-557-5500**

Vendor No.:

NV Business ID: **NV20121358568**

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Various program funds - pass through costs to recipient agencies

Agency Reference #: **RFQ 1920**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2012**

Anticipated BOE meeting date **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 355 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Food**

5. Purpose of contract:

This is a new contract to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

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 increase in meal participation, school districts and other agencies use processed food products in their lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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?

This was a multiple award to various vendors who met the qualifications of the RFQ.

d. Last bid date: 04/02/2012 Anticipated re-bid date: 04/04/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ktarter	06/06/2012 14:09:40 PM
Division Approval	ktarter	06/06/2012 14:09:42 PM
Department Approval	ktarter	06/06/2012 14:09:45 PM
Contract Manager Approval	mmatovin	06/06/2012 14:16:52 PM
Budget Analyst Approval	csawaya	06/08/2012 14:50:08 PM
BOE Agenda Approval	sbrown	06/12/2012 10:53:16 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: **13493**

Agency Name: PURCHASING DIVISION	Legal Entity Name: S.A. Piazza & Associates
Agency Code: 083	Contractor Name: S.A. Piazza & Associates
Appropriation Unit: 1362-21	Address: 15815 SE Piazza Ave
Is budget authority available?: Yes	City/State/Zip: Clackamas, OR 97015
If "No" please explain: Not Applicable	Contact/Phone: Mike Piazza 503-706-4349
	Vendor No.:
	NV Business ID: NV20121289124
To what State Fiscal Year(s) will the contract be charged?	2013-2014

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 % Various program funds - pass through costs to recipient agencies

Agency Reference #: RFQ 1920

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2012**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 355 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Food**

5. Purpose of contract:

This is a new contract to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The increase in meal participation, school districts and other agencies use processed food products in their school lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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?

This was a multiple award to various vendors who met the qualifications of the RFQ.

d. Last bid date: 04/02/2012 Anticipated re-bid date: 04/04/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	06/04/2012 12:25:06 PM
Division Approval	kperondi	06/04/2012 12:25:08 PM
Department Approval	kperondi	06/04/2012 12:25:11 PM
Contract Manager Approval	jgimlin	06/05/2012 06:49:29 AM
Budget Analyst Approval	csawaya	06/08/2012 14:25:19 PM
BOE Agenda Approval	sbrown	06/12/2012 12:35:21 PM
BOE Final Approval	Pending	

Heather L. Moon

From: Maureen Martinez
Sent: Monday, August 08, 2011 9:17 AM
To: Heather L. Moon
Subject: CETS 11-77_RE: Insurance limits

Ok – on the higher aggregate limits...can you verify your RFP#....thanks!

Maureen E. Martinez, ARM-P
Insurance and Loss Prevention Specialist
Risk Management Div
775-687-3193 phone
775-687-3195 fax

From: Heather L. Moon
Sent: Monday, August 08, 2011 9:11 AM
To: Maureen Martinez
Subject: Insurance limits

Hi Maureen~

May I get your okay on these limits for a Request for Qualification for USDA Specialty Foods. These limits were used on two previous RFP's for USDA Specialty Foods. I believe it is the Standard Service contract but the general aggregate was increased.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$5,000,000
- 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) \$2,000,000

- 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, 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

Thank you~

Heather Moon, Buyer
Nevada State Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701
Ph. 775-684-0179
Fx. 775-684-0188
hmoon@purchasing.state.nv.us

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: **13530**

Agency Name: **PURCHASING DIVISION**
 Agency Code: **083**
 Appropriation Unit: **1362-21**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **SCHWANS CONSUMER BRANDS**
 Contractor Name: **SCHWANS CONSUMER BRANDS**
 Address: **NORTH AMERICA INC**
115 W COLLEGE DR
 City/State/Zip: **MARSHALL, MN 56258**
 Contact/Phone: null800/533-5290
 Vendor No.: T27003440
 NV Business ID: NV20071402897

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Various program funding - pass through costs to recipient agencies

Agency Reference #: RFQ 1920

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2012**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 355 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Food**

5. Purpose of contract:

This is a new contract to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The increase in meal participation, school districts and other agencies use processed food products in their lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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?

This was a multiple award to various vendors who met the qualifications of the RFQ.

d. Last bid date: 04/02/2012 Anticipated re-bid date: 04/04/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

Schwan's has had a contract with the Food Distribution Program and the services were satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ktarter	06/06/2012 14:10:03 PM
Division Approval	ktarter	06/06/2012 14:10:05 PM
Department Approval	ktarter	06/06/2012 14:10:07 PM
Contract Manager Approval	mmatovin	06/06/2012 14:15:17 PM
Budget Analyst Approval	csawaya	06/07/2012 15:12:09 PM
BOE Agenda Approval	sbrown	06/08/2012 16:11:37 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: **13501**

Agency Name: **PURCHASING DIVISION**

Agency Code: **083**

Appropriation Unit: **1362-21**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **TYSON PREPARED FOODS INC**

Contractor Name: **TYSON PREPARED FOODS INC**

Address: **2200 DON TYSON PKWY**

City/State/Zip: **SPRINGDALE, AR 72762**

Contact/Phone: **null479/290-8734**

Vendor No.: **T32000901**

NV Business ID: **NV20111130012**

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Various program funds - pass through costs to recipient agencies

Agency Reference #: **RFQ 1920**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2012**

Anticipated BOE meeting date **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 355 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Foods**

5. Purpose of contract:

This is a new contract to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$6,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The increase in meal participation, school districts and other agencies use processed food products in their lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

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?

This was a multiple award to various vendors who met the qualifications of the RFQ.

d. Last bid date: 04/02/2012 Anticipated re-bid date: 04/04/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

Tyson Sales and Distribution has had a contract with the Food Distribution Program and the services have been satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	06/04/2012 12:35:43 PM
Division Approval	kperondi	06/04/2012 12:35:45 PM
Department Approval	kperondi	06/04/2012 12:35:47 PM
Contract Manager Approval	jgimlin	06/05/2012 06:49:44 AM
Budget Analyst Approval	csawaya	06/08/2012 15:01:38 PM
BOE Agenda Approval	sbrown	06/12/2012 12:39:24 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: **13497**

Agency Name: HEARINGS AND APPEALS DIVISION	Legal Entity Name: MADRIGAL, FRANCISCO J
Agency Code: 089	Contractor Name: MADRIGAL, FRANCISCO J
Appropriation Unit: 1015-04	Address: 5036 JACARILLA LN
Is budget authority available?: Yes	City/State/Zip: NORTH LAS VEGAS, NV 89031
If "No" please explain: Not Applicable	Contact/Phone: null702/743-3407
	Vendor No.: T81012763
	NV Business ID: NV20121095911

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Assessments to insurers.

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Interpreter Contract**

5. Purpose of contract:

This is a new contract which provides for Spanish Interpretation services during Administrative hearings, required by NRS 645B, to non-english speaking injured workers so that they are appropriately represented at appeal hearings.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,999.00**

Payment for services will be made at the rate of \$70.00 per hour

Other basis for payment: 2 hour minimum charge. Cancellation fee of \$70.00 if not cancelled with 24 hour notice.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Division is required by statute to provide interpreter services to non-english speaking injured workers to properly be represented at Appeals hearings.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not employ interpreters except by independant 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):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Contractor is willing to provide experienced and professional interpretation services to the Division.

d. Last bid date: 05/01/2012 Anticipated re-bid date: 05/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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?

Yes If "Yes", please explain

Interpreter provides interpretation services for Justice Court and Supreme Court.

12. 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 Hearings Division since July 1, 2008. Vendor has performed to the agency's satisfaction.

13. 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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jdagdaga	06/04/2012 13:12:39 PM
Division Approval	hhufstet	06/04/2012 13:13:23 PM
Department Approval	jdagdaga	06/26/2012 08:25:47 AM
Contract Manager Approval	hhufstet	06/26/2012 09:45:22 AM
Budget Analyst Approval	sbrown	06/28/2012 16:14:14 PM
BOE Agenda Approval	awilli10	06/28/2012 16:22:24 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 CONTRACT1. Contract Number: **13485**Agency Name: **COMMISSION ON TOURISM**Agency Code: **101**Appropriation Unit: **1522-31**Is budget authority available?: **No**

If "No" please explain: The FY13 budget authority for this contract in the amount of \$1,850,000 has been requested via the FY2013 work program #C24220 for approval at the August 23, 2012 IFC meeting. Authority for the remaining term of the contract will be requested through the biennial budget process.

Legal Entity Name: **BURSON-MARSTELLER**Contractor Name: **BURSON-MARSTELLER**Address: **230 PARK AVENUE SOUTH**City/State/Zip: **NEW YORK, NY 10003**Contact/Phone: **Maury Lane (901) 818-53**

Vendor No.:

NV Business ID: **NV20121336154**

To what State Fiscal Year(s) will the contract be charged?

2013-2015

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 %	<input checked="" type="checkbox"/> Other funding	100.00 % Lodging Tax

Agency Reference #: **RFP # 2022**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/23/2012**Anticipated BOE meeting date **07/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **07/31/2014**Contract term: **1 year and 342 days**4. Type of contract: **Contract**Contract description: **Integrated Marketing**

5. Purpose of contract:

This is a new contract to provide public relations, advertising and digital services to assist the department in its marketing efforts to increase tourism in Nevada. The contractor will be tasked with developing marketing plans and associated campaigns for Nevada's museums, arts offerings and Native American experiences.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,020,000.00**

Other basis for payment: Total contract or installments payable as services are provided to a maximum of \$1,850,000 in FY2013 and a maximum of \$1,170,000 in FY2014.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Department of Tourism and Cultural Affairs exists to drive revenue to the state through marketing to travelers and outreach to program participants (e.g. grants). The Nevada Commission on Tourism has employed an external marketing agency for years; just recently bringing the effort in house due to budget cuts. As the funding from lodging tax revenue has gained momentum, the opportunity to once again hire an external agency has arisen. Having an external marketing agency allows NCOT and its sister DTCA agencies to strategically and creatively develop and execute programs that promote the State to its key constituents, ultimately driving revenue. The impact of not having an external agency is seen in NCOT's most recent campaign ROI. When an agency was onboard, the ROI of the advertising campaigns was always 20:1 or more. Doing the work in house dropped the ROI to 14:1.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The employees of the Nevada Commission on Tourism know Nevada. The value of having a partnership with an agency housed outside Nevada is that they know our visitors - the key economic development drivers for this agency. Burson-Marsteller has tremendous national contacts as well as affiliate agencies in each of NCOT's primary and secondary target markets, allowing Nevada to benefit from this on-the-ground intelligence, media contacts and human resources for activities and events NCOT staffers could not do.

Partnering with an external agency brings significant resources that neither NCOT staff nor any other State agency staff can offer:

- a. Intellectual resources. Promoting tourism is a specialized discipline. The agency selected has solid experience promoting tourism for states and countries. This industry insight will help augment the experience of NCOT staffers. No staff positions will be cut because of bringing on the agency.
- b. Human resources. Currently NCOT doesn't have the manpower to fully maximize the very labor intensive work that's involved with marketing a brand as complex as a state. It's estimated NCOT will be able to offer at least twice as many opportunities to its statewide partners because of employing this agency. Examples include: cooperative marketing programs, media relations outreach in key markets, website development, social media engagement, and advertising creative development.

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?

The vendor has the experience and ranked among the top four scores for their technical and cost proposals and they were the highest scoring vendor selected by the evaluation committee based on their presentation.

d. Last bid date: 03/14/2012 Anticipated re-bid date: 05/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:
LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kwilliam	05/29/2012 13:39:46 PM
Division Approval	kwilliam	05/29/2012 13:39:49 PM
Department Approval	kwilliam	05/29/2012 13:39:54 PM
Contract Manager Approval	kwilliam	05/29/2012 13:52:53 PM
Budget Analyst Approval	knielsen	06/07/2012 11:29:09 AM
BOE Agenda Approval	cwatson	06/08/2012 11:46:51 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 CONTRACT1. Contract Number: **13527**Agency Name: **COMMISSION ON TOURISM**Agency Code: **101**Appropriation Unit: **1522-31**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CERTIFIED FOLDER DISPLAY**Contractor Name: **CERTIFIED FOLDER DISPLAY**Address: **SERVICE INC****1120 JOSHUA WAY**City/State/Zip: **VISTA, CA 92081**Contact/Phone: **Ray Fox 760/727-5100**Vendor No.: **T81028458**NV Business ID: **NV20001323615**To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Lodging Tax

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/15/2012**Anticipated BOE meeting date **07/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **07/14/2013**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **Certified Folder**

5. Purpose of contract:

This is a new contract for distribution of brochures for the Nevada museums as part of the department's marketing plan to bring tourists into Nevada and the state's museums. The museum brochures will be strategically placed in display racks in Reno, Carson City, northern Nevada and areas along Interstate 80, Las Vegas, southern Utah and areas along Interstate 15, and the Salt Lake City area.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,067.58**

Other basis for payment: \$20,067.58 for the term of the contract payable on July 15, 2012 upon Board of Examiners' approval.

II. JUSTIFICATION

7. What conditions require that this work be done?

The mission of the Nevada Commission on Tourism (NCOT) is to promote travel to and within the State of Nevada. With the recent merge of the Division of Museums, Arts Council, Indian Commission, and Tourism into the Department of Tourism and Cultural Affairs, NCOT has broadened its marketing plan to include promotion of all the Department's activities including increased promotion for the State's museums. The agency has determined the best locations to distribute the museum brochures, and this company is able to receive and distribute the materials to over 1,400 locations through specified distribution areas in order to meet the agency's needs and help promote the State of Nevada museums.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Certified Folder Display Service, Inc. handles the contracting and placement of items in over 21,000 display racks owned by the company and contracted out to locations throughout the United States and Canada. The agency would like to distribute in locations specifically serviced by this company because the locations target potential visitors to the State of Nevada and its museums. State employees do not have the resources available for this type of brochure distribution.

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 #: 120509
Approval Date: 05/29/2012

c. Why was this contractor chosen in preference to other?

This vendor owns the display racks and contracts with the locations that the agency would like to distribute the brochures for display.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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 Nevada Commission on Tourism (NCOT) had previous contracts with this vendor for distribution of other Nevada tourism collateral, the most recent contract from June 2010-June 2011. NCOT was satisfied with the quality of service.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kwilliam	06/05/2012 09:23:06 AM
Division Approval	kwilliam	06/05/2012 09:23:17 AM
Department Approval	kwilliam	06/05/2012 09:23:59 AM
Contract Manager Approval	kwilliam	06/05/2012 09:26:15 AM
Budget Analyst Approval	knielsen	06/07/2012 10:04:10 AM
BOE Agenda Approval	cwatson	06/08/2012 11:42:35 AM
BOE Final Approval	Pending	



BRIAN SANDOVAL
GOVERNOR

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

Purchasing Use Only:

120509

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Nevada Commission on Tourism (NCOT)
JoLyn Laney
Deputy Director, Marketing & Advertising
775-687-0631
jlaney@travelnevada.com

- b. Vendor contact information:

Ray Fox
Certified Folder Display Service, Inc.
(702) 889-1101

- c. Type of waiver requested: Sole or single source Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

Services to be performed include strategic placement of State of Nevada museums brochures and distribution in display racks in Reno, Carson City, Northern Nevada and areas along I-80, Las Vegas, Southern Utah and areas along I-15, and the Salt Lake City Area.

3. Describe the unique qualification required for the service or good to be purchased:

The agency has determined the best locations to distribute the museum brochures, and this company is able to receive and distribute the materials to over 1,400 locations through all of the distribution areas noted above in order to meet the agency's needs and help promote the State of Nevada museums.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

Certified Folder Display Service, Inc. handles the contracting and placement of items in over 21,000 display racks owned by the company and contracted out to locations throughout the United States and Canada. NCOT would like to distribute in locations specifically serviced by this company because the locations best meet the needs of NCOT to target potential visitors to the State of Nevada and its museums.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

If this waiver request is denied, the Nevada Commission on Tourism would not be able to distribute the collateral materials in the locations that best reach the target market.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

No market research was conducted for this contract; however, the slated distribution locations are in line with the agency's marketing plan to target markets for the museum brochures. Certified Folder Display Services, Inc. is able to distribute to the target locations.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

The agency was not able to determine a fair/reasonable cost because Certified Folder Display Service, Inc. is the company contracted with the targeted locations for display racks that hold this type of collateral. Although the monthly fee for each location is a set amount, Certified Folder Display Service, Inc. has given the agency a discount of almost 25% for each location.

8. What is the estimated value and length of the contract, amendment or request?

Approximately \$25,000

Length: July 15, 2012 - July 14, 2013

a. New contract Y N

b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Nevada Commission on Tourism hereby requests approval for Certified Folder Display Service Inc.
 Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <i>Kelly M. Williams</i>	5/22/12
Agency Representative Initiating Request	Date
X <i>Candice Dent</i>	5/22/12
Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X - N/A -	
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and 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.

Approving Authority:

X <i>Pembella Carter</i>	5/29/12
Administrator, Purchasing Division	Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **13474**Agency Name: **COMMISSION ON TOURISM**Agency Code: **101**Appropriation Unit: **1522-31**Is budget authority available?: **No**

If "No" please explain: The FY13 budget authority for this contract in the amount of \$50,000 has been requested as part of the FY2013 work program #C23719 for approval at the June 21, 2012 IFC meeting. Authority for the remaining term of the contract will be requested through the biennial budget process.

Legal Entity Name: **DESTINATION ANALYSTS**Contractor Name: **DESTINATION ANALYSTS**Address: **1304 LOMBARD ST STE 8**City/State/Zip: **SAN FRANCISCO, CA 94109**Contact/Phone: **Erin Francis-Cummings 415/307-3283**Vendor No.: **T32000645**NV Business ID: **NV20121290187**To what State Fiscal Year(s) will the contract be charged? **2013-2017**

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 %	<input checked="" type="checkbox"/> Other funding	100.00 % Lodging Tax

Agency Reference #: **RFP # 2027**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/11/2012**Anticipated BOE meeting date **07/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **07/31/2016**Contract term: **4 years and 21 days**4. Type of contract: **Contract**Contract description: **Web Usability Study**

5. Purpose of contract:

This is a new contract to provide an accountability of the public funds given to the agency and ensure the agency is meeting the needs and expectations of visitors. The commission requires user feedback on its current website and user reactions to possible site improvements. This research study will provide insight and guidance to inform and prioritize future development of the website.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$160,000.00**

Other basis for payment: Per individual invoice submitted, as services are provided with a fixed rate of \$50,000 for FY 13, fixed rate of \$30,000 for FY 14, fixed rate of \$30,000 for FY 15 and fixed rate of \$50,000 for FY 16.

II. JUSTIFICATION

7. What conditions require that this work be done?

The state's promotional website carries our advertising and marketing messages to the world. We experience 158K unique visitors each month. The website therefore stands as an extremely important tool in our ability to carry out our mission and attract visitors to the state. Website usability testing will generate insight which will help us make the website more effective, by answering questions such as:

1. How easy is it for users to accomplish basic travel planning tasks when they encounter the design? How efficiently can they perform these tasks?
2. Do they make errors in searching for travel planning content?
3. If so, how serious are these errors, and how easily can they recover from them?
4. How attractive is the website and does it generate interest in visitation to Nevada?
5. Does the website encourage consideration of travel to rural areas of the state?

In answering each question, the research will be designed to generate actionable recommendations to make the website more effective in promoting the state.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Various reasons apply:

1. For the sake of credibility, research such as this needs to be conducted by an independent third party. State employees are responsible for development of the website and may have pride of authorship or personal relationships that would get in the way of clear analysis and frank reporting.
2. The state lacks the technical capacity to conduct this research in the online video conference facilities we propose to use.
3. Website usability testing is a specialty profession that requires specific training and experience to conduct.

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?

The vendor has the experience and was the highest scoring vendor selected by the evaluation committee.

d. Last bid date: 03/28/2012 Anticipated re-bid date: 03/01/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

Nevada Commission on Tourism, 2007-2009 for Website Usability Study and 2011 for Branding Research as a subcontractor. Agency has been satisfied with the service.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kwilliam	05/29/2012 13:53:03 PM
Division Approval	kwilliam	05/29/2012 13:53:05 PM
Department Approval	kwilliam	05/29/2012 14:26:30 PM
Contract Manager Approval	kwilliam	05/29/2012 15:51:14 PM
Budget Analyst Approval	knielsen	06/07/2012 09:43:08 AM
BOE Agenda Approval	cwatson	06/08/2012 11:44:46 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: **12712** Amendment Number: **2**
 Legal Entity Name: **Brittany McLean**
 Agency Name: **COMM ON ECONOMIC DEVELOPMENT** Contractor Name: **Brittany McLean**
 Agency Code: **102** Address: **1618 Springhill Drive**
 Appropriation Unit: **1526-21** City/State/Zip: **Reno, NV 89523**
 Is budget authority available?: **Yes** Contact/Phone: **null775-750-6816**
 If "No" please explain: **Not Applicable** Vendor No.: **T27029134**
 NV Business ID: **NV20111693759**
 To what State Fiscal Year(s) will the contract be charged? **2012-2014**
 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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 102

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/21/2011**
 Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2013**
 Contract term: **1 year and 313 days**

4. Type of contract: **Contract**
 Contract description: **STEP Contractor**

5. Purpose of contract:
This is the second amendment to the original contract, to assist with the development, implementation and reporting of Nevada's STEP grant. This amendment increases the maximum amount from \$9,750.00 to \$21,750.00 due to the grant being extended for an additional year.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$6,750.00
2. Total amount of any previous contract amendments:	\$3,000.00
3. Amount of current contract amendment:	\$12,000.00
4. New maximum contract amount:	\$21,750.00

II. JUSTIFICATION

7. What conditions require that this work be done?
 Nevada Revised Statutes (NRS) 231 to market the State of Nevada. This contract provides the administrative support for the federal State Trade & Export Promotion (STEP) grant through the US Small Business Administration.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
 Governor's Office of Economic Development does not have the expertise for the 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):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Upon thorough review and evaluation of proposals, contractor clearly indicated an understanding of the deliverables at a reasonable price.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

November 18, 2011 to September 30, 2012 for Governor's Office of Economic Development (formerly NCED) and the quality of service is satisfactory.

13. 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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstenger	06/06/2012 12:43:09 PM
Division Approval	mstenger	06/06/2012 12:43:14 PM
Department Approval	mstenger	06/06/2012 12:46:43 PM
Contract Manager Approval	mstenger	06/06/2012 12:46:47 PM
Budget Analyst Approval	kkolbe	06/07/2012 07:52:05 AM
BOE Agenda Approval	sbrown	06/08/2012 07:37:52 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **13568**

Agency Name:	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	Legal Entity Name:	ECONOMIC DEVELOPMENT AUTHORITY
Agency Code:	102	Contractor Name:	ECONOMIC DEVELOPMENT AUTHORITY
Appropriation Unit:	1526-15	Address:	OF WESTERN NEVADA / EDAWN 5190 NEIL RD STE 110 RENO, NV 89502-8533
Is budget authority available?:	No	City/State/Zip:	RENO, NV 89502-8533
If "No" please explain: Contingent upon C23733 (June IFC Agenda Item L).		Contact/Phone:	null775/829-3727
		Vendor No.:	T80657720
		NV Business ID:	NV19821008939

To what State Fiscal Year(s) will the contract be charged? **2013**

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	100.00 %	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 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **Economic Development**

5. Purpose of contract:

This is a new contract in which the Economic Development Authority of Western Nevada (EDAWN) will provide economic development services which promote the economic development of this State and aid the implementation of the State plan for Economic Development.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$675,000.00**

Payment for services will be made at the rate of \$168,750.00 per quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

State law authorizes GOED to enter into contract with regional development authorities for service which promote the economic development of this State and aid the implementation of the State Plan for Economic Development.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This work is regionally-based. GOED does not have employees located in these communities.

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?

Upon thorough review and evaluation, contractor clearly indicated an understanding of the deliverables.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstenger	06/12/2012 23:27:04 PM
Division Approval	mstenger	06/12/2012 23:27:10 PM
Department Approval	mstenger	06/12/2012 23:27:14 PM
Contract Manager Approval	mstenger	06/14/2012 17:59:25 PM
Budget Analyst Approval	jborrowm	06/14/2012 18:01:18 PM
BOE Agenda Approval	jborrowm	06/14/2012 18:01:26 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 CONTRACT1. Contract Number: **13570**

Agency Name:	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	Legal Entity Name:	ELKO, COUNTY OF
Agency Code:	102	Contractor Name:	ELKO, COUNTY OF
Appropriation Unit:	1526-15	Address:	ECONOMIC DIVERSIFICATION AUTH 723 RAILROAD ST ELKO, NV 89801
Is budget authority available?:	No	City/State/Zip:	ELKO, NV 89801
If "No" please explain: Contingent upon C23733 (June IFC Agenda Item L).		Contact/Phone:	null775/738-2100
		Vendor No.:	T81072742
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2013**

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	100.00 %	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 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Economic Development**

5. Purpose of contract:

This is a new interlocal agreement in which the Elko County Diversification Authority will provide economic development services which promote the economic development of this State and aid in the implementation of the State plan for Economic Development.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$75,000.00**

Payment for services will be made at the rate of \$18,750.00 per quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

State law authorizes GOED to enter into contract with regional development authorities for service which promote the economic development of this State and aid the implementation of the State Plan for Economic Development.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This work is regionally-based. GOED does not have employees located in these communities.

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?

Upon thorough review and evaluation, contractor clearly indicated an understanding of the deliverables.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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?

Yes If "Yes", please explain

This is an Intrastate Interlocal Contract between Public Agencies.

12. 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 is an Intrastate Interlocal Contract between Public Agencies.

13. 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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstenger	06/13/2012 11:37:30 AM
Division Approval	mstenger	06/13/2012 11:37:34 AM
Department Approval	mstenger	06/13/2012 11:37:38 AM
Contract Manager Approval	mstenger	06/13/2012 11:37:42 AM
Budget Analyst Approval	jborrowm	06/14/2012 17:40:21 PM
BOE Agenda Approval	jborrowm	06/14/2012 17:40:25 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 CONTRACT1. Contract Number: **13567**

Agency Name:	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	Legal Entity Name:	Highway 95 Regional Development Authority
Agency Code:	102	Contractor Name:	Highway 95 Regional Development Authority
Appropriation Unit:	1526-15	Address:	55 West Williams Ave
Is budget authority available?:	No	City/State/Zip:	Fallon, NV 89406
If "No" please explain: Contingent upon C23733 (June IFC Agenda Item L).		Contact/Phone:	null775-423-0167

Vendor No.:
NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2013**

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	100.00 %	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 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Economic Development**

5. Purpose of contract:

This is a new interlocal agreement consisting of the City of Fallon, Mineral County, and Pershing County, the Highway 95 Regional Development Authority (Highway 95 RDA) will conduct economic development services which promote the economic development of this State and aid the implementation of the State Plan for Economic Development.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$125,000.00**

Payment for services will be made at the rate of \$31,250.00 per quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

State law authorizes GOED to enter into contracts with regional development authorities for services which promote the economic development of this State and aid the implementation of the State Plan for Economic Development developed by the Executive Director.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This work is regionally-based. GOED does not have employees located in these communities.

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?

Upon thorough review and evaluation, contractor clearly indicated an understanding of the deliverables.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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?

Yes If "Yes", please explain

This is an Intrastate Interlocal Contract between Public Agencies.

12. 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 is an Intrastate Interlocal Contract between Public Agencies.

13. 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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstenger	06/12/2012 21:35:49 PM
Division Approval	mstenger	06/12/2012 21:35:54 PM
Department Approval	mstenger	06/12/2012 21:36:01 PM
Contract Manager Approval	mstenger	06/13/2012 09:52:06 AM
Budget Analyst Approval	jborrowm	06/14/2012 17:32:28 PM
BOE Agenda Approval	jborrowm	06/14/2012 17:32:33 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 CONTRACT1. Contract Number: **13573**

Agency Name:	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	Legal Entity Name:	LANDER, COUNTY OF
Agency Code:	102	Contractor Name:	LANDER, COUNTY OF
Appropriation Unit:	1526-15	Address:	LANDER COUNTY TREASURER 315 S HUMBOLDT ST BATTLE MOUNTAIN, NV 89820
Is budget authority available?:	No	City/State/Zip:	BATTLE MOUNTAIN, NV 89820
If "No" please explain: Contingent upon C23733 (June IFC Agenda Item L).		Contact/Phone:	null775-635-2573
		Vendor No.:	T40262000F
		NV Business ID:	Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	2013		

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	100.00 %	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 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Economic Development**

5. Purpose of contract:

This is a new interlocal agreement in which the Lander County Economic Development Authority will provide economic development services which promote the economic development of this State and aid the implementation of the State Plan for Economic Development.

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 \$10,000.00 per quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

State law authorizes GOED to enter into contract with regional development authorities for service which promote the economic development of this State and aid the implementation of the State Plan for Economic Development.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This work is regionally-based. GOED does not have employees located in these communities.

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?

Upon thorough review and evaluation, contractor clearly indicated an understanding of the deliverables.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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?

Yes If "Yes", please explain

This is an Intrastate Interlocal Contract between Public Agencies.

12. 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 is an Intrastate Interlocal Contract between Public Agencies.

13. 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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstenger	06/13/2012 13:12:27 PM
Division Approval	mstenger	06/13/2012 13:12:30 PM
Department Approval	mstenger	06/13/2012 13:12:32 PM
Contract Manager Approval	mstenger	06/13/2012 13:12:34 PM
Budget Analyst Approval	jborrowm	06/14/2012 17:34:32 PM
BOE Agenda Approval	jborrowm	06/14/2012 17:34:36 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: **13569**

Agency Name: GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT Agency Code: 102 Appropriation Unit: 1526-15 Is budget authority available?: No If "No" please explain: Contingent upon C23733 (June IFC Agenda Item L).	Legal Entity Name: LINCOLN, COUNTY OF Contractor Name: LINCOLN, COUNTY OF Address: LINCOLN CO REGIONAL DEVELOP PO BOX 90 PIOCHE, NV 89043 City/State/Zip: PIOCHE, NV 89043 Contact/Phone: null775-315-3544 Vendor No.: T40267400R NV Business ID: Governmental Entity
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To what State Fiscal Year(s) will the contract be charged? **2013**

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	100.00 %	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: 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2013**

Contract term: **364 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Economic Development**

5. Purpose of contract:

This is a new interlocal agreement in which the Lincoln County Regional Development Authority will provide economic development services which promote the economic development of this State and aid in the implementation of the State plan for Economic Development.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,000.00**

Payment for services will be made at the rate of \$20,000.00 per quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

State law authorizes GOED to enter into contract with regional development authorities for services which promote the economic development services which promote the economic development of this State and aid the implementation of the State Plan for Economic Development.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This work is regionally-based. GOED does not have employees located in these communities.

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?

Upon thorough review and evaluation, contractor clearly indicated an understanding of the deliverables.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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?

Yes If "Yes", please explain

This is an Intrastate Interlocal Contract between Public Agencies.

12. 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 is an Intrastate Interlocal Contract between Public Agencies.

13. 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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstenger	06/13/2012 10:06:57 AM
Division Approval	mstenger	06/13/2012 10:07:01 AM
Department Approval	mstenger	06/13/2012 10:07:04 AM
Contract Manager Approval	mstenger	06/13/2012 10:07:08 AM
Budget Analyst Approval	jborrowm	06/14/2012 17:38:51 PM
BOE Agenda Approval	jborrowm	06/14/2012 17:38:57 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: **13572**

Agency Name: GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	Legal Entity Name: NORTHERN NEVADA DEVELOPMENT
Agency Code: 102	Contractor Name: NORTHERN NEVADA DEVELOPMENT
Appropriation Unit: 1526-15	Address: AUTHORITY
Is budget authority available?: No	704 W NYE LN STE 201
If "No" please explain: Contingent upon C23733 (June IFC Agenda Item L).	City/State/Zip: CARSON CITY, NV 89703
	Contact/Phone: null775/883-4413
	Vendor No.: T80433460
	NV Business ID: NV19811008120

To what State Fiscal Year(s) will the contract be charged? **2013**

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	100.00 %	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 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2013**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **Economic Development**

5. Purpose of contract:

This is a new contract in which the Northern Nevada Development Authority (NNDa) will provide economic development service which promote the economic development of this State and aid the implementation of the State Plan for Economic Development.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00**

Payment for services will be made at the rate of \$62,500.00 per quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

State law authorizes GOED to enter into contract with regional development authorities for services which promote the economic development of this State and aid the implementation of the State Plan for Economic Development.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This work is regionally-based. GOED does not have employees located in these communities.

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?

Upon thorough review and evaluation, contractor clearly indicated an understanding of the deliverables.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstenger	06/13/2012 12:40:28 PM
Division Approval	mstenger	06/13/2012 12:40:30 PM
Department Approval	mstenger	06/13/2012 12:40:32 PM
Contract Manager Approval	mstenger	06/14/2012 18:02:29 PM
Budget Analyst Approval	jborrowm	06/14/2012 18:02:48 PM
BOE Agenda Approval	jborrowm	06/14/2012 18:02:52 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: **13574**

Agency Name: GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	Legal Entity Name: NYE, COUNTY OF
Agency Code: 102	Contractor Name: NYE, COUNTY OF
Appropriation Unit: 1526-15	Address: NYE COUNTY TREASURER PO BOX 473 TONOPAH, NV 89049
Is budget authority available?: No	City/State/Zip: TONOPAH, NV 89049
If "No" please explain: Contingent upon C23733 (June IFC Agenda Item L).	Contact/Phone: null775/482-8194
To what State Fiscal Year(s) will the contract be charged?	Vendor No.: T80044560X
	NV Business ID: Governmental Entity
	2013

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	100.00 %	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 **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2013**

Contract term: **364 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Economic Development**

5. Purpose of contract:

This is a new interlocal agreement in which the Nye County Regional Economic Development Authority will provide economic development services which promote the economic development of this State and aid the implementation of the State Plan for Economic Development.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$90,000.00**

Payment for services will be made at the rate of \$22,500.00 per quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

State law authorizes GOED to enter into contract with regional development authorities for service which promote the economic development of this State and aid the implementation of the State Plan for Economic Development.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This work is regionally-based. GOED does not have employees located in these communities.

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?

Upon thorough review and evaluation, contractor clearly indicated an understanding of the deliverables.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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?

Yes If "Yes", please explain

This is an Intrastate Interlocal Contract between Public Agencies.

12. 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 is an Intrastate Interlocal Contract between Public Agencies.

13. 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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstenger	06/13/2012 13:51:21 PM
Division Approval	mstenger	06/13/2012 13:51:23 PM
Department Approval	mstenger	06/13/2012 13:51:25 PM
Contract Manager Approval	mstenger	06/13/2012 13:51:27 PM
Budget Analyst Approval	jborrowm	06/14/2012 17:41:45 PM
BOE Agenda Approval	jborrowm	06/14/2012 17:41:49 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 CONTRACT1. Contract Number: **13519**

Agency Name: ENTERPRISE IT SERVICES	Legal Entity Name: KEY GOVERNMENT FINANCE INC
Agency Code: 180	Contractor Name: KEY GOVERNMENT FINANCE INC
Appropriation Unit: 1386-26	Address: 1000 S MCCASLIN BLVD
Is budget authority available?: Yes	City/State/Zip: SUPERIOR, CO 80027
If "No" please explain: Not Applicable	Contact/Phone: Katie Hamilton 720/304-1000
	Vendor No.: PUR0003161
	NV Business ID: NV20041685527

To what State Fiscal Year(s) will the contract be charged? **2014-2016**

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 % TELECOMMUNICATION CHARGES

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2016**Contract term: **3 years**4. Type of contract: **Other (include description): Payment Plan Agreement**Contract description: **Financial Agreement**

5. Purpose of contract:

This is a new payment plan agreement to pay a yearly set fee for four years for maintenance coverage for all Cisco equipment utilized by the agency at 0% interest to the state.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$853,137.62**

Payment for services will be made at the rate of \$213,284.41 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

The financing of our maintenance agreement for EITS Cisco equipment will provide a savings to the State of Nevada of \$175,579.81 over the four (4) year term of the loan.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State Agencies cannot provide financial agreements.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 Applicableb. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)****Approval #: 110404****Approval Date: 04/06/2011**

c. Why was this contractor chosen in preference to other?

Key Government Finance is a subsidiary of Cisco and they were able to provide the terms at 0% interest to the State.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbaughn	06/04/2012 12:00:54 PM
Division Approval	capple	06/04/2012 12:21:30 PM
Department Approval	capple	06/04/2012 12:21:33 PM
Contract Manager Approval	bbohm	06/04/2012 14:11:25 PM
Budget Analyst Approval	jrodrig9	06/05/2012 18:02:07 PM
BOE Agenda Approval	cwatson	06/12/2012 09:54:33 AM
BOE Final Approval	Pending	



BRIAN SANDOVAL
GOVERNOR

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

Purchasing Use Only:
110404

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:
Department of Information Technology (DoIT)
Jon Mathews, Network Engineering Manager, (775) 684-5843, jmathews@doit.nv.gov
Ben Bohm, Management Analyst III, (775) 684-5859; bnbohm@doit.nv.gov
- b. Vendor contact information:
Key Government Finance, Inc, 1000 S. McCaslin Blvd, Superior, CO 80027
Contact: Katie Hamilton Phone (720) 980-3811
katie.l.hamilton@key.com
- c. Type of waiver requested: Sole or single source Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased:
Financial services to cover DoIT Cisco equipment repair/maintenance for a period of four (4) years.
3. Describe the unique qualification required for the service or good to be purchased:
Per Annette Morfin, there currently does not exist a contracted financial service for State agencies to utilize where a substantial discount can be realized if we utilize this particular financial institution for this proposed project. Also, there is 0% financing with this vendor for this agreement.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
DoIT's term of maintenance coverage has come to an end and we were planning on renewing the 1 year maintenance agreement at the normal costs with Mountain States (direct coverage of repair/maintenance), but this financing project was introduced to the State to save a substantial amount of money for our repair/maintenance costs over the next four (4) years and saving the taxpayers money is our first concern. The total four (4) year savings (compared to year to year coverage paid upfront) equals **\$116,619.44.**
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid: **Since Annette indicated there were no bidders for financing the last time Purchasing pursued this type of contract, it would seem finding a 0% finance charge through any other institutions would be nearly impossible. If we don't go with this financial coverage over 4 years, DoIT will be invoiced directly from Mountain States at a substantially increased amount for the same coverage.**
6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation. **We contacted Annette Morfin to acquire a list of current financial institutions (contracted with the state**

provide a list of contracted vendors with not one bidder for this service.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
The cost savings will be realized through Cisco Maintenance in its coverage to us through this financial institution over the next 4 years.

8. What is the estimated value and length of the contract, amendment or request?

a. New contract Y N


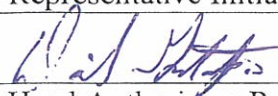
b. Amendment Y N Amendment No. _____
 {provide copy of previous waiver(s)}

Department of Information Technology hereby requests approval for Key Government Finance, Inc.
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.


By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X 	3/30/2011
Agency Representative Initiating Request	Date
X 	3/31/2011
Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.


Signed:

X 	
Reviewing Agency/Entity Signature	Date

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.

Approving Authority:

X 	4/6/11
Administrator, Purchasing Division	Date

This waiver only waives the procurement process for the financing company; it does not waive any other requirements such as DAA review of forms, Budget Office review or procurement process of maintenance coverage provider.

K.

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: **10127** Amendment Number: **2**

Agency Name: **PUBLIC WORKS BOARD** Legal Entity Name: **SUNDT CONSTRUCTION INC**

Agency Code: **190** Contractor Name: **SUNDT CONSTRUCTION INC**

Appropriation Unit: **1516-10** Address: **2860 Gateway Oaks Dr.**

Is budget authority available?: **Yes** City/State/Zip: **Sacramento, CA 95833-4334**

If "No" please explain: Not Applicable Contact/Phone: null916/830-8000

Vendor No.: T27019782

NV Business ID: NV19841004796

To what State Fiscal Year(s) will the contract be charged? **2010-2013**

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	71.30 %
Highway Funds	0.00 %	X Other funding	28.70 %

2.4% transfer from CIP; 26.3% transfer from University funds

Agency Reference #: 5002

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/08/2009**

Anticipated BOE meeting date 06/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **3 years and 204 days**

4. Type of contract: **Contract**

Contract description: **CMAR Construction**

5. Purpose of contract:

This is the second amendment to the original contract, which provides Construction Manager at Risk construction services for the Medical Education Learning Lab Building, UNR Campus, Reno, Nevada; SPWD Project No. 09-C05; Contract No. 5002. This amendment decreases the maximum amount from 28,575,424 to \$28,540,024 and reduces the cost of the work and contingency (owner's portion of the shared savings) along with removing the Guaranteed Maximum Price (GMP) adjustment, which is the owner's unspent contingency from the GMP.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$29,825,424.00
2. Total amount of any previous contract amendments:	-\$1,250,000.00
3. Amount of current contract amendment:	-\$35,400.00
4. New maximum contract amount:	\$28,540,024.00

II. JUSTIFICATION

7. What conditions require that this work be done?

2007 & 2009 CIP; further this project was approved by IFC to use the Construction Manager at Risk CIP project delivery method.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not perform licensed construction contractor services for Capital Improvement Projects.

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?

Determined to be the best qualified for this work after completing the RFP and interview process.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

SPWB, currently and/or in the past for various amounts with satisfactory results.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	06/06/2012 15:58:44 PM
Division Approval	dgrimm	06/06/2012 16:00:55 PM
Department Approval	dgrimm	06/06/2012 16:00:58 PM
Contract Manager Approval	dgrimm	06/06/2012 16:01:02 PM
Budget Analyst Approval	jrodrig9	06/15/2012 15:23:36 PM
BOE Agenda Approval	cwatson	06/15/2012 15:31:11 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: 11755	Amendment Number: 2	
	Legal Entity Name: Diagnostic Laboratories and Radiology	
Agency Name: OFFICE OF VETERAN'S SERVICES	Contractor Name: Diagnostic Laboratories and Radiology	
Agency Code: 240	Address: 5538 W. Duncan Dr.	
Appropriation Unit: 2561-04	City/State/Zip: Las Vegas, NV 89130	
Is budget authority available?: Yes	Contact/Phone: Brian Pinegar 702-655-0535	
If "No" please explain: Not Applicable	Vendor No.: T80991437	
	NV Business ID: NV19931003024	

To what State Fiscal Year(s) will the contract be charged? **2011-2013**

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 %	
X Federal Funds	50.00 %	Bonds	0.00 %	
Highway Funds	0.00 %	X Other funding	50.00 %	Funding from 50% private funds

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2011**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **01/31/2013**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **X-ray Contract**

5. Purpose of contract:

This is the second amendment to the original contract, which provides mobile X-ray services to the Nevada State Veterans Home. This amendment increases the maximum amount from \$25,000 to \$45,000 to provide for increased X-ray requirements for residents of the Home.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$25,000.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$20,000.00
4.	New maximum contract amount:	\$45,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

NAC 449.74535 (1). A Facility for skilled nursing shall provide radiological and other diagnostic services to meet the needs of the patients in the facility or contract with qualified outside sources to obtain such services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No State employees are available to perform 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):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Vendor has provided quality services to NSVH for some years. Vendor's pricing was also the lowest of the three vendors reviewed.

d. Last bid date: 10/31/2010 Anticipated re-bid date: 10/31/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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 has provided service to NSVH in the past. Services has continued to be satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpalme5	06/06/2012 09:49:01 AM
Division Approval	jpalme5	06/06/2012 09:49:16 AM
Department Approval	jpalme5	06/06/2012 09:49:24 AM
Contract Manager Approval	mnobles	06/07/2012 09:09:58 AM
Budget Analyst Approval	jrodrig9	06/14/2012 19:47:07 PM
BOE Agenda Approval	cwatson	06/15/2012 08:18:14 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: **13155**

Agency Name: **OFFICE OF VETERAN'S SERVICES**
 Agency Code: **240**
 Appropriation Unit: **2561-04**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **Omnicare Pharmacy of Las Vegas**
 Contractor Name: **Omnicare Pharmacy of Las Vegas**
 Address: **1525 E. Sunset Road Suite 16**
 City/State/Zip: **Las Vegas, NV 89119**
 Contact/Phone: **David Halbrooks 702-456-4229**
 Vendor No.: **T8103736**
 NV Business ID: **NV20041059914**

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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 %
X Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	50.00 % Private Funds

Agency Reference #: **RFP #1955**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/09/2012**

Anticipated BOE meeting date **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **05/08/2016**

Contract term: **3 years and 273 days**

4. Type of contract: **Contract**

Contract description: **Pharmacy Services**

5. Purpose of contract:

This is a new contract to provide ongoing pharmacy services to the Nevada State Veterans Home, a 180-bed skilled nursing facility. This contract was necessary after it was determined that the Good of the State Contractor - Cardinal - could not meet the agency pharmacy needs.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$400,000.00**

Other basis for payment: **Payment based prescription costs for each resident.**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada State Veterans Home is responsible to provide 24-hour pharmacy service and must provide prescription coverage fro NSVH residents 24 hours a day.

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 capability 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):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Contractor was the highest scored in technical merits and cost factors combined.

d. Last bid date: 12/01/2011 Anticipated re-bid date: 01/01/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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 contractor for Nevada State Veterans Home.

13. 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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other Foreign - LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpalm5	03/05/2012 08:19:20 AM
Division Approval	jpalm5	03/05/2012 08:19:24 AM
Department Approval	jpalm5	03/05/2012 08:19:28 AM
Contract Manager Approval	mnobles	05/25/2012 11:19:51 AM
Budget Analyst Approval	jrodrig9	06/05/2012 18:23:20 PM
BOE Agenda Approval	cwatson	06/08/2012 11:39:26 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 CONTRACT1. Contract Number: **13558**

Agency Name:	HEALTH AND HUMAN SERVICES DIRECTOR'S OFFICE	Legal Entity Name:	BOARD OF REGENTS, NSHE
Agency Code:	400	Contractor Name:	BOARD OF REGENTS, NSHE
Appropriation Unit:	3200-19	Address:	4505 S. MARYLAND PARKWAY
Is budget authority available?:	Yes	City/State/Zip:	LAS VEGAS, NV 89154-1055
If "No" please explain:	Not Applicable	Contact/Phone:	Monica Bolden 702-895-1357
		Vendor No.:	D35000813
		NV Business ID:	GOVERNMENT ENTITY

To what State Fiscal Year(s) will the contract be charged? **2013**

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 % Slot Tax

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2012**

Anticipated BOE meeting date 07/2012

Retroactive? **Yes**

If "Yes", please explain

We are requesting that the interlocal agreement with UNLV IGI take effect July 1, 2012. Since 2007, UNLV-IGI has worked on a grant basis on research projects and data collection related to problem gambling. Payment was converted from a grant award to an interlocal contract effective January 1, 2012. Due to extended staff vacancies and heavy workload issues, we were unable to get the contract in place by the May 9th deadline for the June 5th BOE.

3. Termination Date: **06/30/2013**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Data Collections**

5. Purpose of contract:

This is a new interlocal agreement allows continuation of its relationship with the UNLV International Gaming Institute (UNLV-IGI). Since 2007, UNLV-IGI has collected data and done research associated with state-funded problem gambling treatment programs under the auspices of a grant. As of July 1, 2011, UNLV-IGI's work included the collection of encounter data that is used by DHHS to pay treatment providers. The arrangement is an essential element of the Problem Gambling Treatment Strategic Plan, which includes not only treatment standards but also a fee-for-service rate reimbursement schedule. The evolution of the relationship between DHHS and UNLV-IGI now requires an interlocal agreement (rather than a grant) as of January 2, 2012.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$66,172.00**

Payment for services will be made at the rate of \$5,514.33 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

As provided in Item 5 - Purpose of Contract - the arrangement between DHHS and UNLV-IGI is essential to the payment system set forth in the Problem Gambling Treatment Strategic Plan. UNLV-IGI collects encounter data from state-funded problem gambling treatment providers and generates payment reports from its database.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The database was created by UNLV-IGI for the express purposes of collecting problem gambling data and has been in use for more than four years. System maintenance and upgrades are done by UNLV-IGI staff and contractors who are familiar with the database, and the graduate students who manage the information stored in the database have knowledge and expertise in problem gambling. No one in the DHHS Grants Management Unit has similar experience.

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 #: 120604
Approval Date: 06/07/2012

c. Why was this contractor chosen in preference to other?

UNLV-IGI was the only data collection vendor to apply during the last competitive Problem Gambling Request for Applications process.

d. Last bid date: 09/01/2009 Anticipated re-bid date: 01/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

UNLV-IGI has worked on problem gambling issues with DHHS steadily since 2007. Their performance is outstanding.

13. 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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

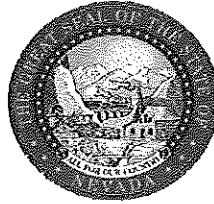
17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bvale1	06/11/2012 11:21:03 AM
Division Approval	bvale1	06/11/2012 11:21:06 AM
Department Approval	bvale1	06/11/2012 11:29:05 AM
Contract Manager Approval	bvale1	06/12/2012 08:36:37 AM
Budget Analyst Approval	cglover	06/12/2012 09:52:55 AM
BOE Agenda Approval	nhovden	06/13/2012 17:04:37 PM
BOE Final Approval	Pending	



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIRECTOR'S OFFICE
4126 Technology Way, Suite 100
Carson City, Nevada 89706
Telephone (775) 684-4000 • Fax (775) 684-4010
<http://dhhs.nv.gov>

MEMORANDUM

June 11, 2012

To: Celestena Glover, Budget Analyst IV, Department of Administration, Budget & Planning

Through: Bonnie Callahan, ASO III, DHHS *Buc*

From: Laurie Olson, Chief, DHHS Grants Management Unit

Re: Request for a Retroactive Interlocal Agreement – International Gaming Institute at UNLV

The DHHS Grants Management Unit (GMU) is requesting that the interlocal contract for services to be rendered by the International Gaming Institute at the University of Nevada Las Vegas (UNLV-IGI) take effect July 1, 2012, even though the Board of Examiners will not be reviewing the contract until its meeting on July 3, 2012.

Since 2007, UNLV-IGI has worked on a grant basis with the DHHS-GMU on research projects and data collection related to problem gambling. A critical partnership evolved in FY12 when we implemented the Five-Year Strategic Plan for Problem Gambling Treatment Services within the State of Nevada (SFY 2012-2016). UNLV-IGI is now responsible for collecting all of the encounter data that we use to reimburse state-funded treatment providers for their work with clients. Payment was converted from a grant award to an interlocal contract effective January 1, 2012.

Due to extended staff vacancies and heavy workload issues, the DHHS-GMU was unable to get all of the contract documents in place by the May 9th deadline for the June 5th Board of Examiners meeting. This is the reason for a retroactive contract.

Please let me know if you have any questions. Thank you for your assistance.

Brian Sandoval
Governor



Jeff Mohlenkamp
Director

Greg Smith
Purchasing 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

Purchasing Use Only:

120604

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: Laurie Olson, Chief, DHHS Grants Management Unit (GMU), (775) 684-4020, lolson@dhhs.nv.gov
- b. Vendor contact information: Board of Regents, NSHE, obo University of Nevada, Las Vegas, International Gaming Institute (UNLV-IGI), Office of Sponsored Programs, 4505 S. Maryland Parkway. Las Vegas, Nevada 89154-1055. Phone: (702) 895-1357. Fax: (702) 895-4379
- c. Type of waiver requested: Sole or single source Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased:
 - Refinement of a separate intake approach that is integrated with the data collection processes of state-funded treatment providers, generates information that the DHHS Grants Management Unit (GMU) utilizes to reimburse state-funded providers, and ensures that clients do not exceed a "benefit cap" by checking into more than one clinic.
 - Provision of technical assistance as needed to state-funded treatment providers in the use of the intake system.
 - Collaboration with the DHHS-GMU staff and the DHHS-GMU contracted problem gambling expert regarding database management needs, recommendations on improvements to systems infrastructure, and execution of changes.
 - Production of an end-of-year research report summarizing the data collected and, during the year, periodic ad hoc reports requested by the DHHS-GMU.
 - Coordination of a client survey to measure satisfaction with the service provided by state-funded treatment providers.
3. Describe the unique qualification required for the service or good to be purchased:

UNLV-IGI is an internationally recognized leader in the field of gaming and problem gambling. The DHHS-GMU has worked with the institute since 2007 on research projects and data collection related to problem gambling. A critical partnership evolved when the DHHS-GMU implemented a fee-for-service rate reimbursement system July 1, 2011, and UNLV-IGI altered its database to track services rendered by state-funded treatment providers. The UNLV-IGI system is now used to generate all of the information needed to pay the state-funded treatment providers for their work.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify: UNLV-IGI was awarded a grant for data collection during the FY10-11 Problem Gambling Request for Applications (RFA). This was a competitive process and no other data collection vendors applied for funds. A grant award was approved by Nevada's Advisory Committee on Problem Gambling (ACPG) and the DHHS Director. Grants continued through the end of December 2011 when the service agreement was converted to an interlocal contract. An RFP for data collection vendors was planned for FY13. However, the DHHS-GMU was unable to follow through due to extended staff vacancies and workload issues including a labor-intensive statewide needs assessment mandated by the 2011 Legislature.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:
If the work done by UNLV-IGI does not continue without interruption, monthly billing and payment will be burdensome to state-funded problem gambling treatment providers and to the DHHS-GMU. Providers will have to manually create monthly billings from service records in client files. The DHHS-GMU will have difficulty verifying that the billings are accurate and adequately documented.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.
As mentioned previously, UNLV-IGI was the only data collection vendor that submitted an application during the open competitive grants process for FY10-11. Attached is a list of all applicants in that process, generated from the DHHS-GMU GIFTS system.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? UNLV-IGI was the sole applicant offering to provide data collection services during the last open competitive grants process. The cost of these services was deemed reasonable by Nevada's Advisory Committee on Problem Gambling, the DHHS Director, and DHHS-GMU staff. On-site program reviews and electronic monitoring of the work done by UNLV-IGI continues to support the FY10-11 determination.

8. What is the estimated value and length of the contract, amendment or request?
 - a. New contract Y N \$66,172 over 12 months (July 1, 2012 through June 30, 2013)

 - b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

DHHS Grants Management Unit hereby requests approval for UNLV-IGI
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X	<i>Laurie Olson, GMU Chief</i>	<i>6-7-12</i>
	Agency Representative Initiating Request	Date
X	<i>M. Towne - Dep Dir Fiscal</i>	<i>6/7/12</i>
	Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X	<i>N/A</i>	
	Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and 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.

Approving Authority:

X	<i>Aug Smith</i>	<i>6-7-12</i>
	Administrator, Purchasing Division	Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **13557**

Agency Name:	HEALTH AND HUMAN SERVICES DIRECTOR'S OFFICE	Legal Entity Name:	Problem Gambling Solutions
Agency Code:	400	Contractor Name:	Problem Gambling Solutions
Appropriation Unit:	3200-19	Address:	1602 S.W. Westwood Drive
Is budget authority available?:	Yes	City/State/Zip:	Portland, OR 97239
If "No" please explain:	Not Applicable	Contact/Phone:	Dr. Jeff Marotta 503-706-1197
		Vendor No.:	T2700181160
		NV Business ID:	NV20101605733

To what State Fiscal Year(s) will the contract be charged? **2013**

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 % Slot Tax

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2012**

Anticipated BOE meeting date 07/2012

Retroactive? **Yes**

If "Yes", please explain

We are requesting that the contract for services with Dr. Jeff Marotta of Problem Gambling Solutions take effect July 1, 2012. During FY10, FY11 and FY12, he was under contract to provide guidance and technical assistance to the department and its problem gambling grantees. Prior to that, he provided these services under the auspices of a grant. Due to extended staff vacancies and heavy workload issues, we were unable to get the contract in place by the May 9th deadline for the June 5th BOE.

3. Termination Date: **06/30/2013**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide continued technical assistance to the Prevention of Problem Gambling grantees, Department of Health and Human Services (DHHS) Grants Management Unit staff, DHHS Advisory Committee on Problem Gambling (ACPG) and to ACPG work groups. In addition, this contractor will assist in the continued development of tools and procedures needed to administer the implementation of the strategic plan.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$33,487.00**

Other basis for payment: \$150 per hour of consultation and \$75 per hour for time spent in travel status with a not-to-exceed total contract amount of \$33,487.

II. JUSTIFICATION

7. What conditions require that this work be done?

The contractor led an effort in FY11 to develop a Strategic Treatment Plan and establish a fee-for-service payment system for grants supported by the Revolving Account for Problem Gambling. Both projects were implemented July 1, 2011 and have increased the overall cost-effectiveness of efforts to address problem gambling behaviors in Nevada. The contractor will continue to work closely with DHHS and grantees in FY13 to ensure that the plan and payment system are successfully integrated into program activities and that the plan objectives for SY13 are rolled out as intended.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no state employess with the expertise necessary for this 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: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 120603
Approval Date: 06/07/2012

c. Why was this contractor chosen in preference to other?

There were no other vendors to choose from.

d. Last bid date: 09/01/2009 Anticipated re-bid date: 01/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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 has a contract with the Department of Health and Human Services Grants Management Unit and the work is satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bvale1	06/11/2012 10:35:11 AM
Division Approval	bvale1	06/11/2012 10:35:14 AM
Department Approval	bvale1	06/11/2012 11:30:17 AM
Contract Manager Approval	bvale1	06/12/2012 08:35:28 AM
Budget Analyst Approval	cglover	06/12/2012 09:53:17 AM
BOE Agenda Approval	nhovden	06/13/2012 17:21:59 PM
BOE Final Approval	Pending	



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIRECTOR'S OFFICE
4126 Technology Way, Suite 100
Carson City, Nevada 89706
Telephone (775) 684-4000 • Fax (775) 684-4010
<http://dhhs.nv.gov>

MEMORANDUM

June 11, 2012

To: Celestena Glover, Budget Analyst IV, Department of Administration, Budget & Planning

Through: Bonnie Callahan, ASO III, DHHS *BUC*

From: Laurie Olson, Chief, DHHS Grants Management Unit

Re: Request for a Retroactive Contract Start Date – Problem Gambling Solutions

The DHHS Grants Management Unit (GMU) is requesting that the contract for services to be rendered by Dr. Jeff Marotta of Problem Gambling Solutions take effect July 1, 2012, even though the Board of Examiners will not be reviewing the contract until its July 3rd meeting.

During FY10, FY11 and FY12, Dr. Marotta was under contract with the Department to provide guidance and technical assistance to the State of Nevada and its problem gambling grantees. Prior to that, he provided these services under the auspices of a grant.

Due to extended staff vacancies and heavy workload issues, the DHHS-GMU was unable to get all of the contract documents in place by the May 9th deadline for the June 5th Board of Examiners meeting. This is the reason for a retroactive contract.

Please let me know if you have any questions. Thank you for your assistance.

Brian Sandoval
Governor



Jeff Mohlenkamp
Director

Greg Smith
Purchasing 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

Purchasing Use Only:
120603

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: Laurie Olson, Chief, DHHS Grants Management Unit, (775) 684-4020, lolson@dhhs.nv.gov
- b. Vendor contact information: Dr. Jeff Marotta, Problem Gambling Solutions Inc., (503) 706-1197, problemgamblingsolutions@comcast.net
- c. Type of waiver requested: Sole or single source Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased:
 - Monitoring compliance and providing technical assistance to treatment grantees funded under the Revolving Account for the Prevention and Treatment of Problem Gambling
 - Providing technical assistance to Nevada's Advisory Committee on Problem Gambling (ACPG) and the DHHS Grants Management Unit
 - Development of tools and procedures needed to administer the implementation of the "Five-Year Strategic Plan for Problem Gambling Treatment Services Within the State of Nevada: Fiscal Years 2012 – 2016"
3. Describe the unique qualification required for the service or good to be purchased:

Dr. Marotta has worked with the State of Nevada on either a grant-funded or contractual basis since 2007 and has established an effective working relationship with problem gambling grantees. He was instrumental in the development the Treatment Strategic Plan (see third bullet in Item 2 above), and his leadership is essential to the ongoing implementation of the goals and objectives set forth in the plan. Dr. Marotta is a nationally recognized expert in the emerging field of problem gambling. He was the problem gambling manager for the State of Oregon before opening his own consulting business. He is a regularly featured presenter at the annual conference sponsored by the National Council on Problem Gambling, and he works closely with many states on their efforts to impact problem gambling.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify: Problem Gambling Solutions was awarded a grant for consulting services during the FY10-11 Problem Gambling Request for Applications (RFA). This was a competitive process and no other technical consultants applied for funds. After a grant award was approved by Nevada's Advisory Committee on

Problem Gambling (ACPG) and the DHHS Director, the DHHS Fiscal Unit determined that the relationship should be a contract rather than a grant due to the nature of the work. Contracts for FY10-11-12 were executed. An RFP for technical consultants was planned for FY13. However, the DHHS Grants Management Unit was unable to follow through due to extended staff vacancies and workload issues including a labor-intensive statewide needs assessment mandated by the 2011 Legislature.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:
As mentioned previously, Dr. Marotta has been working with Nevada problem gambling grantees since 2007. He was instrumental in the development of the aforementioned Treatment Strategic Plan and a fee-for-service reimbursement plan, which were rolled out July 1, 2011. These are vital steps toward improving the quality of service available to Nevadans with gambling problems and also ensuring the most cost-effective use of limited treatment dollars. Continuation of this work to refine and implement these plans, and the uninterrupted provision of consistent technical assistance to grantees, is essential. If the waiver request is denied, this work will stop. No one within the DHHS Grants Management Unit has comparable knowledge and experience to take over for Dr. Marotta.
6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.
As mentioned previously, Problem Gambling Solutions was the only consulting agency that submitted an application during the open competitive grants process for FY10-11. Attached is a list of all applicants in that process, generated from the DHHS Grants Management Unit GIFTS system. More recently, internet searches turned up only one consulting agency that provides similar services and it is located in West Virginia. Problem Gambling Solutions is located in Portland, Oregon, which keeps travel costs down.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
Problem Gambling Solutions was the sole applicant offering to provide consulting services during the last open competitive grants process. The cost of these services was deemed reasonable by Nevada's Advisory Committee on Problem Gambling, the DHHS Director, and DHHS Grants Management Unit staff. Dr. Marotta has not asked for or received an increase in his professional fees since then.
8. What is the estimated value and length of the contract, amendment or request?
 - a. New contract Y N \$33,487 over 12 months (July 1, 2012 through June 30, 2013)
 - b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

DHHS Grants Management Unit hereby requests approval for Problem Gambling Solutions
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X	<i>Laurie Olson, GMU Chief</i>	<i>6-7-12</i>
	Agency Representative Initiating Request	Date
X	<i>M. Towne - Dep Dir - Fiscal</i>	<i>6/7/12</i>
	Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X	<i>N/A</i>	<i>6-7-12</i>
	Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and 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.

Approving Authority:

X	<i>Aug Smith</i>	<i>6-7-12</i>
	Administrator, Purchasing Division	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: 11049	Amendment Number: 1
Agency Name: HEALTH CARE FINANCING & POLICY	Legal Entity Name: CAPTIONS UNLIMITED OF NEVADA
Agency Code: 403	Contractor Name: CAPTIONS UNLIMITED OF NEVADA
Appropriation Unit: 3158-04	Address: INC
Is budget authority available?: Yes	PO BOX 20905
If "No" please explain: Not Applicable	City/State/Zip: RENO, NV 89515
	Contact/Phone: null775/746-3534
	Vendor No.: T81082135
	NV Business ID: NV19971149411

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

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	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	50.00 %	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 **07/01/2010**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2014**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Real Time Captioning**

5. Purpose of contract:

This is the first amendment to the original contract, which provides Communication Access Real Time (CART) transcription services to division employees. This amendment increases the maximum amount from \$80,000 to \$140,000 and waives the insurance requirements for Automatic Liability and Professional Liability (Errors and Omissions Liability).

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$80,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$60,000.00
4. New maximum contract amount:	\$140,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

This service provides assistance to DHC FP employees who are hearing impaired and mandated by federal requirements for the Americans with Disabilities Act (ADA) to provide reasonable accommodations to employees with disabilities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not qualified or certified to provide these services pursuant to NRS 656A.084 and NRS 656A.400.

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):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor has a longstanding contractual relationship with DHCFP since 2002. Their real-time captioning services are specialized and they're the only vendor who provides these services in the local area. Additionally, this vendor has an extensive macro dictionary of acronyms they developed over the years unique to our agency.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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 DHCFP since 2002. The quality of their service provided has been professional and satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	greves	06/04/2012 08:36:22 AM
Division Approval	greves	06/04/2012 08:36:35 AM
Department Approval	mtorvine	06/04/2012 09:06:11 AM
Contract Manager Approval	dkingsle	06/06/2012 14:17:00 PM
Budget Analyst Approval	cglover	06/07/2012 08:34:05 AM
BOE Agenda Approval	cwatson	06/08/2012 11:49:36 AM

Dorrie Kingsley

From: Maureen Martinez
Sent: Tuesday, December 20, 2011 2:07 PM
To: Dorrie Kingsley
Subject: RE: Captions Unlimited

Dorrie
Per our discussion, ok to waive auto liability and the professional liability insurance – since your contact is in force, it will be necessary to amend the current contract to incorporate changes to the insurance schedule. Please use this email as your approval and attachment in CETS.

Please let me know if you have any further questions.

Maureen E. Martinez, ARM-P
Insurance and Loss Prevention Specialist
Risk Management Div
775-687-3193 phone
775-687-3195 fax

Please note the new email address: memartinez@admin.nv.gov

From: Dorrie Kingsley
Sent: Friday, December 09, 2011 4:38 PM
To: Maureen Martinez
Subject: FW: Captions Unlimited

Hi Maurëen:

Attached is the contracted policy limits for Captions. I do not show ever receiving a waiver for E/O or Automobile from you but these are not included in the current insurance certificate. Denise Phipps, the owner of Captions Unlimited states in her email below why she feels she should not have to carry these insurances but I told her these can only be waived at the discretion of your agency. Therefore, I am requesting you review her reasoning, the current ACORD certificate and the copy of the insurance limits from the contract to determine if there is a material risk to our agency if she does not carry such policies. If you agree they can be waived, we can amend the contract. She stated they are expensive to carry, and she already provides a low rate for providing captioning services to State agencies.

Also, since she does so much work for State agencies, is it possible for her to carry one overall insurance policy for the State of Nevada compared to an individual policy for each agency? This would be more cost-effective to her.

Please advise.

Thank you.

Dorrie A. Kingsley
Management Analyst III
Accounting & Budget
DHHS DHCFP
(775) 684-3636

"The real art of conversation is not only to say the right thing in the right place but to leave unsaid the wrong thing at the tempting moment." *Dorothy Nevill*

From: Denise Phipps [<mailto:iabrev8@sbcglobal.net>]
Sent: Friday, December 09, 2011 12:54 PM

To: Dorrie Kingsley
Cc: Shawn McCusker
Subject: Captions Unlimited

Hi Dorrie

Thanks for taking the time to talk with me today.

Per our discussion here is my rationale for why I don't believe that Captions Unlimited must meet the insurance requirements that are set forth in the contract.

First, regarding professional errors and omission insurance:

The work that Captions Unlimited currently provides is a realtime process. If there was a mistake in the realtime process, it would be rectified at that moment. We are not providing transcripts and we delete the material from our computers. Our function is to be the consumer's ears and is immediate.

Second, regarding automobile insurance:

The majority of the work we do for DHFCP is over the phone. We do not utilize a vehicle to transport, to deliver or in any provide our services. We are all independent contractors and utilize our own vehicles if we were to attend a meeting. And we all have our own car insurance.

Third, I currently have worker's comp insurance (and our independent contractors have their own worker's comp insurance) and also have a professional general business insurance policy. I will have Phyllis send that to you today.

I would like to know if you could assist me in speaking with someone at the state to see if there is a way to name the State of Nevada in general as a named insured instead of each division that we work with. It is becoming cost-prohibitive to add each division that we work with every year.

As I explained over the phone, the Board of Regents for the State of Nevada has allowed us to name the Board of Regents and not each individual college or university in the state of Nevada that we work with (which is numerous).

And as well, I believe that DETR obtained a waiver for all of the requirements after a long discussion last year about this same issue.

Let me know if you need any more information.

Denise Phipps

Captions Unlimited

P.O. Box 20905

Reno, Nevada 89515

775-746-3534

775-224-3534 - Cell

775-424-1425 - Fax

www.captionsunlimited.com

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **13472**

Agency Name:	HEALTH CARE FINANCING & POLICY	Legal Entity Name:	Regional Transportation Commission of Southern Nevada
Agency Code:	403	Contractor Name:	Regional Transportation Commission of Southern Nevada
Appropriation Unit:	3243-14	Address:	600 S. Grand Central Pkwy Ste. 350
Is budget authority available?:	Yes	City/State/Zip:	Las Vegas, NV 89106
If "No" please explain:	Not Applicable	Contact/Phone:	null702-676-1500
		Vendor No.:	
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

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	45.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	55.00 %	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 **07/01/2010**

Anticipated BOE meeting date 07/2012

Retroactive? **Yes**

If "Yes", please explain

This contract is retroactive to July 1, 2010 due to mandated services being performed while the contract was in negotiations.
--

3. Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **Paratransit Eval**

5. Purpose of contract:

This is a new interlocal agreement for the completion of the federally required ADA Complementary Paratransit Eligibility evaluations for Medicaid recipients traveling to and from medical appointments.
--

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$738,612.73**

Payment for services will be made at the rate of \$252.00 per Assessment

II. JUSTIFICATION

7. What conditions require that this work be done?

42 CFR 431.53 mandate requires provision of necessary non-emergency transportation to and from medical appointments. Completion of ADA Complementary Paratransit Eligibility evaluations will help assess the Medicaid recipients' ability to use fixed route services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The regional transportation commission is responsible for transportation of its passengers and therefore can assess the applicants' ability to use fixed route 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. 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

12. 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

13. 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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	trooker	06/04/2012 10:20:10 AM
Division Approval	trooker	06/04/2012 10:20:12 AM
Department Approval	mtorvine	06/06/2012 17:03:33 PM
Contract Manager Approval	dkingsle	06/07/2012 10:07:35 AM
Budget Analyst Approval	cglover	06/11/2012 14:44:44 PM
BOE Agenda Approval	nhovden	06/25/2012 09:23:02 AM
BOE Final Approval	Pending	



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street, Suite 101
Carson City, Nevada 89701
(775) 684-3600

MICHAEL J. WILLDEN
Director

CHARLES DUARTE
Administrator

May 24, 2012

To: Nikki Hovden, Budget Analyst IV
Division of Budget and Planning

Through: Charles Duarte, Administrator
Division of Health Care Financing and Policy

From: Darlene Amarie-Hahn, Management Analyst III
Division of Health Care Financing and Policy

Subject: Retroactive Memo for Regional Transportation Commission of Southern Nevada

DHCFP is seeking approval to enter a retroactive Interlocal contract with Regional Transportation Commission of Southern Nevada (RTC of Southern Nevada) to pay for transit assessments performed during contract negotiations. If approved, this contract becomes effective July 1, 2010, to cover the time period during which RTC of Southern Nevada has been performing the necessary transit assessments without compensation.

The Division of Health Care Financing and Policy has agreed to assume the cost of transit assessments in order to relieve RTC of Southern Nevada of the financial burden, since transit-assessment performance is cost effective and ultimately reduces the Division's financial liability for non-emergency transportation.

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: **13473**

Agency Name: HEALTH CARE FINANCING & POLICY	Legal Entity Name: The Regional Transportation Commission of Washoe County
Agency Code: 403	Contractor Name: The Regional Transportation Commission of Washoe County
Appropriation Unit: 3243-14	Address: PO Box 30002-89520
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89512
If "No" please explain: Not Applicable	Contact/Phone: David Jickling 775-384-0400
	Vendor No.:
	NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

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	45.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	55.00 %	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 **07/01/2010**

Anticipated BOE meeting date 07/2012

Retroactive? **Yes**

If "Yes", please explain

This contract is retroactive to July 1, 2010 due to mandated services being performed while the contract was in negotiations.

3. Termination Date: **06/30/2014**

Contract term: **4 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **Paratransit Eval**

5. Purpose of contract:

This is a new interlocal agreement for the completion of the federally required ADA Complementary Paratransit Eligibility evaluations for Medicaid recipients traveling to and from medical appointments.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$39,337.72**

Payment for services will be made at the rate of \$158.05 per Assesemnt

II. JUSTIFICATION

7. What conditions require that this work be done?

42 CFR 431.53 mandate requires provision of necessary non-emergency transportation to and from medical appointments. Completion of ADA Complementary Paratransiat Eligibility evaluations will help assess the Medicaid recipients' ability to use fixed route services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The regional transportation commission is responsible for transportation of its passengers and therefore can assess the applicants' ability to use fixed route 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. 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

12. 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

13. 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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	trooker	06/04/2012 10:15:30 AM
Division Approval	trooker	06/04/2012 10:15:34 AM
Department Approval	mtorvine	06/06/2012 17:03:47 PM
Contract Manager Approval	dkingsle	06/07/2012 10:08:19 AM
Budget Analyst Approval	cglover	06/11/2012 14:45:39 PM
BOE Agenda Approval	nhovden	06/13/2012 15:53:48 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street, Suite 101
Carson City, Nevada 89701
(775) 684-3600

MICHAEL J. WILLDEN
Director

CHARLES DUARTE
Administrator

May 24, 2012

To: Nikki Hovden, Budget Analyst IV
Division of Budget and Planning

Through: Charles Duarte, Administrator
Division of Health Care Financing and Policy

From: Darlene Amarie-Hahn, Management Analyst III
Division of Health Care Financing and Policy

Subject: Retroactive Memo for the Regional Transportation Commission of
Washoe County

DHCFP is seeking approval to enter a retroactive Interlocal contract with the Regional Transportation Commission of Washoe County (RTC of Washoe County) to pay for transit assessments performed during contract negotiations. If approved, this contract becomes effective July 1, 2010, to cover the time period during which the RTC of Washoe County has been performing the necessary transit assessments without compensation.

The Division of Health Care Financing and Policy has agreed to assume the cost of transit assessments in order to relieve RTC of Washoe County of the financial burden, since transit-assessment performance is cost effective and ultimately reduces the Division's financial liability for non-emergency transportation.

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: 12198	Amendment Number: 1
Agency Name: HEALTH DIVISION	Legal Entity Name: Access to Healthcare Network
Agency Code: 406	Contractor Name: Access to Healthcare Network
Appropriation Unit: 3215-24	Address: 4001 S. Virginia St., Suite F
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89502
If "No" please explain: Not Applicable	Contact/Phone: Sherri Rice 775-284-9079
	Vendor No.: T29014671
	NV Business ID: NV20061133335

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **HD 11222**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2011**

Anticipated BOE meeting date **05/2012**

Retroactive? **Yes**

If "Yes", please explain

The new grant award for Ryan White included funding for the Health Insurance Continuation Program for Northern Nevada. Access to Healthcare understood this coverage was to be included in future funding cycles however, they began providing that coverage, as of April 1, 2012. This amendment was delayed pending receipt of the federal funding notification.

3. Previously Approved Termination Date: **07/31/2015**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Ryan White Eligibili**

5. Purpose of contract:

This is the first amendment to the original contract, which provides Ryan White Comprehensive AIDS Resource Emergency Act Program Part B eligibility and screening services for new and existing clients in all counties except Clark and Nye, which are covered under a separate contract. This amendment increases the maximum amount from \$542,592 to \$1,037,592 due to the addition of the Health Insurance Continuation Program in the north and rural counties.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$542,592.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$495,000.00
4. New maximum contract amount:	\$1,037,592.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The State receives funding for the Ryan White CARE Act Program which mandates the funding be used to provide eligibility screening for new and existing clients.

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 resources to perform this function.

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?

Access' was the only bid received, and they were capable of performing the scope of work.

d. Last bid date: 01/28/2011 Anticipated re-bid date: 10/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

Access has been, and is currently, under contract to the Health Division, with satisfactory results.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	05/11/2012 16:16:11 PM
Division Approval	pweyrick	05/11/2012 16:16:16 PM
Department Approval	mtorvine	06/04/2012 15:16:59 PM
Contract Manager Approval	cschmid2	06/05/2012 07:48:42 AM
Budget Analyst Approval	cglover	06/11/2012 09:28:50 AM
BOE Agenda Approval	cwatson	06/12/2012 08:53:56 AM

STATE OF NEVADA

BRIAN SANDOVAL
Governor

MICHAEL J. WILLDEN
Director



RICHARD WHITLEY, MS
Administrator

TRACEY D. GREEN, MD
State Health Officer

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
HEALTH DIVISION**

Bureau of Child, Family & Community Wellness
4150 Technology Way, Suite 210
Carson City, Nevada 89706

Telephone (775) 684-4285 · Fax (775) 684-4245 · Fax (775) 684-5998

June 11, 2012

MEMORANDUM

To: John Borrowman
Budget Analyst
Budget Division

Through: Phil Weyrick
Administrative Services Officer IV
Health Division Administration

From: Barbara Weisenthal, Management Analyst II, Ryan White CARE Act Program

Subject: Explanation for a Retroactive Start Date for Contract # HD 12198 (CETS 12198)

The new grant award for Ryan White included funding for the Health Insurance Continuation Program (HICP) for Northern Nevada. Access to Healthcare understood this coverage was to be included in future funding cycles for the Northern and rural counties, and that understanding was identified in Attachment AA, Negotiated Points, of the original contract. Access is currently providing that coverage, as of April 1, 2012. There is currently enough funding authority on the original contract to pay HICP coverage, beginning April 1, 2012. This amendment will retroactively add funds to cover those costs from April 1, 2012 going forward.

This amendment could not be submitted earlier due to non-receipt of the federal funding notification.

IC

cc: Colman Schmidt, Management Analyst II
Health Division

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: **13479**

Agency Name: **HEALTH DIVISION**

Agency Code: **406**

Appropriation Unit: **3222-12**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **UNIVERSITY OF UTAH**

Contractor Name: **UNIVERSITY OF UTAH**

Address: **201 S PRESIDENTS CIR RM 411**

City/State/Zip: **SALT LAKE CITY, UT 84112-9023**

Contact/Phone: **null801/581-5414**

Vendor No.: **T29000319**

NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Medical Charges - Metabolic Fees

Agency Reference #: **HD 13028**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2012**

Anticipated BOE meeting date **07/2012**

Retroactive? **Yes**

If "Yes", please explain

This contract was not able to be submitted to the Board of Examiners in a timely fashion due to negotiations between the State and the University of Utah taking far longer than expected.

3. Termination Date: **06/30/2014**

Contract term: **1 year and 364 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Metabolic Clinics**

5. Purpose of contract:

This is a new interlocal agreement to continue using this licensed physician to provide metabolic clinics in Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$141,200.00**

Other basis for payment: Invoices will be provided for each clinic and will include the cost of the clinic, travel, administrative costs and any 'on-call' consultant costs (estimated to be 10 hours per month, \$150.00 per hour).

II. JUSTIFICATION

7. What conditions require that this work be done?

The State of Nevada must provide care for children born with metabolic health issues.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are currently no licensed Metabolic Clinicians in the State of Nevada.

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 Utah School of Medicine has been providing this service over a period of time with excellent results.

d. Last bid date: 01/06/2012 Anticipated re-bid date: 01/04/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	05/30/2012 14:45:51 PM
Division Approval	pweyrick	05/30/2012 14:48:36 PM
Department Approval	mtorvine	06/01/2012 14:50:29 PM
Contract Manager Approval	cschmid2	06/12/2012 09:11:47 AM
Budget Analyst Approval	jborrowm	06/12/2012 09:39:13 AM
BOE Agenda Approval	nhovden	06/13/2012 17:53:41 PM
BOE Final Approval	Pending	

STATE OF NEVADA

BRIAN SANDOVAL
Governor

MICHAEL J. WILLDEN
Director



RICHARD WHITLEY, MS
Administrator

TRACEY D. GREEN, MD
State Health Officer

DEPARTMENT OF HEALTH AND HUMAN SERVICES
HEALTH DIVISION

4150 Technology Way, Suite 300
Carson City, Nevada 89706-2029

Telephone (775) 684-4200 · Fax (775) 684-4211

May 22, 2012

MEMORANDUM

To: Board of Examiners

Through: Michael J. Willden, Director
Department of Health and Human Services

From: Richard Whitley, MS, Administrator
Health Division, Department of Health and Human Services

Subject: Health Division, Bureau of Family Health Services, Professional Services Agreement

1. Attached is a proposed Professional Services Agreement provided by the University of Utah and used by the Bureau of Child, Family, and Community Wellness Newborn Screening Program. The Newborn Screening Program is funded entirely by Birth Registration fees. The Bureau of Child, Family, and Community Wellness must provide a Nevada-licensed physician to provide metabolic clinics in Las Vegas and Reno each year for children with one or more of the conditions identified as a result of newborn bloodspot screening. There are no Metabolic Geneticists in the State of Nevada available to conduct the metabolic clinics.

2. Dr. Nicola Longo, Professor of Pediatrics and Pathology at the University of Utah, School of Medicine, has agreed to conduct these clinics and provide consultation to Nevada's physicians. He is licensed to practice in Nevada and will schedule and conduct the additional metabolic clinics upon approval of this agreement. Dr. Longo has provided similar service in Nevada since July 2008.

3. When the Health Division first entered into this agreement with the University of Utah to provide Dr. Longo for these metabolic clinics, it was assumed that we needed to utilize the State's contract forms. When Utah pointed out that we could save on indirect costs by using their agreement, the DAG and Budget Division acquiesced to using Utah's agreement, but directed that we include the memo

[Public Health: Working for a Safer and Healthier Nevada](#)

explaining why we were proceeding in this manner. It is recommended that this Professional Service Agreement be approved. To issue a Nevada State contract with the University of Utah to provide Doctor Longo's services would cost an additional \$23,298 per year (\$70,600 for services provided + indirect paid to the University of Utah calculated at \$70,600 x 33%).

rw/mp

Attachment: A – Professional Services Agreement

STATE OF NEVADA

BRIAN SANDOVAL
Governor

MICHAEL J. WILLDEN
Director



RICHARD WHITLEY, MS
Administrator

TRACEY D. GREEN, MD
State Health Officer

**DEPARTMENT OF HEALTH AND
HUMAN SERVICES
HEALTH STATISTICS, PLANNING,
EPIDEMIOLOGY AND RESPONSE**

4150 Technology Way, Suite 300
Carson City, Nevada 89706
Telephone: (775) 684-4243 · Fax: (775) 684-4156

June 12, 2012

MEMORANDUM

To: John Borrowman
Budget Analyst
Budget Division

Through: Phil Weyrick
Administrative Services Officer IV
Health Division Administration

From: Mary Pennington, Newborn Screening Program Manager

Subject: Request for a Retroactive Start Date for Contract # HD 13028 (CETS 13479)

This memorandum requests that the above referenced Health Division Contract be approved for a retroactive start date, effective July 1, 2012. The contract requires a retroactive start date because of renegotiations regarding the language in the agreement. This contract was not able to be submitted to the Board of Examiners in a timely fashion due to negotiations between the State and the University of Utah taking far longer than expected.

cc: Colman Schmidt, Management Analyst II
Health Division

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: 12470	Amendment Number: 1
Agency Name: HEALTH DIVISION	Legal Entity Name: CARSON UROLOGISTS LTD
Agency Code: 406	Contractor Name: CARSON UROLOGISTS LTD
Appropriation Unit: 3224-23	Address: 1425 VISTA LN
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89703
If "No" please explain: Not Applicable	Contact/Phone: null775/883-1030
	Vendor No.: T81009717
	NV Business ID: NV19961148830

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: HD 12039

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2011**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **1 year and 334 days**

4. Type of contract: **Contract**

Contract description: **Provide Vasectomies**

5. Purpose of contract:

This is the first amendment to the original contract which provides vasectomies for pre-approved clients eligible for medical assistance through the Public Health and Clinical Services family planning and community health nursing programs. This amendment increases the maximum amount from \$9,945 to \$14,535 so that additional clients may be provided vasectomies.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,945.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$4,590.00
4. New maximum contract amount:	\$14,535.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The federal Government requires the Nevada State Health Division provide these services as part of Title X (Family Planning) grant funding.

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 ability 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):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This was the only vendor that would provide the services at the rate available per patient.

d. Last bid date: 07/01/2011 Anticipated re-bid date: 01/03/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	05/30/2012 07:13:35 AM
Division Approval	pweyrick	05/30/2012 07:13:38 AM
Department Approval	mtorvine	06/04/2012 09:39:23 AM
Contract Manager Approval	cschmid2	06/04/2012 11:23:22 AM
Budget Analyst Approval	cglover	06/06/2012 16:28:54 PM
BOE Agenda Approval	cwatson	06/08/2012 11:48:44 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: **13456**

Agency Name: **WELFARE AND SUPPORT SERVICES**
Agency Code: **407**
Appropriation Unit: **3230-49**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **NEVADA PUBLIC HEALTH**
Contractor Name: **NEVADA PUBLIC HEALTH**
Address: **FOUNDATION INC
3579 HIGHWAY 50 E STE C
CARSON CITY, NV 89701**
City/State/Zip: **CARSON CITY, NV 89701**
Contact/Phone: **Rota Rosaschi 775/884-0392**
Vendor No.: **T81018059**
NV Business ID: **NV19961104052**

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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 %
X Federal Funds	100.00 %	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 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Education/Awareness**

5. Purpose of contract:

This is a new contract for the division's Employment and Support Services unit, which provides ongoing technical education and assistance to professionals, including police, prosecutors, judges, and service providers to increase awareness of statutory rape and to better assist victims. The goals of Nevada's Statutory Rape Program are to support more aggressive enforcement of statutory rape laws in Nevada and to promote prevention of statutory rape; therefore, reducing teen pregnancies, domestic violence, and sexual exploitation of children.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$477,716.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 requires states to conduct a program designed to reach State and local law enforcement officials, the education system and relevant counseling services, providing education and training on the problem of statutory rape so teenage pregnancy prevention programs may be expanded in scope to include men.

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 knowledge or expertise to perform 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?

Vendor was selected as the highest scoring vendor by an evaluation committee on predetermined evaluation and criteria.

d. Last bid date: 03/05/2012 Anticipated re-bid date: 01/02/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	05/21/2012 15:51:35 PM
Division Approval	msmit5	05/29/2012 15:50:31 PM
Department Approval	mtorvine	06/05/2012 13:08:59 PM
Contract Manager Approval	afrancis	06/05/2012 15:53:17 PM
Budget Analyst Approval	cglover	06/06/2012 11:42:51 AM
BOE Agenda Approval	cwatson	06/08/2012 12:51:08 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 CONTRACT1. Contract Number: **13239**Agency Name: **WELFARE AND SUPPORT SERVICES**Agency Code: **407**Appropriation Unit: **3238-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CHURCHILL COUNTY TREASURER**Contractor Name: **CHURCHILL COUNTY TREASURER**Address: **73 N Maine St. Ste B**City/State/Zip: **FALLON, NV 89406-2748**

Contact/Phone: null775-423-6088

Vendor No.: T40087500

NV Business ID: Gov't Entity

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 %
X Federal Funds	66.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	34.00 % State Share of Collections

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **CSEP**

5. Purpose of contract:

This is a new interlocal agreement for the division's Child Support Enforcement Program to provide Hearing Master and Court Services, for the purpose of enforcing support obligations owed by non-custodial parents to their children; establishing paternity; obtaining financial and medical support; and adjusting support orders. Title IV-D, 42 USC 654(7) authorizes the division to enter into interlocal contracts with appropriate courts and law enforcement officials to implement an efficient statewide system to meet the purposes of this Act.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$31,793.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Revised Statutes and Title IV-D of the Social Security Act requires that DWSS attempt to establish paternity, secure support, and recover support debts for children who may or may not be receiving public assistance.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

States may enter into interlocal contracts to administer the CSEP, per 45 CFR 302.10; 45 CFR 302.34; 45 CFR 303.107.

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. 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

12. 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.

13. 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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	03/26/2012 17:37:19 PM
Division Approval	msmit5	05/25/2012 06:59:11 AM
Department Approval	mtorvine	05/31/2012 12:31:49 PM
Contract Manager Approval	afrancis	06/01/2012 09:04:55 AM
Budget Analyst Approval	cglover	06/04/2012 15:36:34 PM
BOE Agenda Approval	cwatson	06/08/2012 12:48:10 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: **13236**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: LYON, COUNTY OF
Agency Code: 407	Contractor Name: LYON, COUNTY OF
Appropriation Unit: 3238-10	Address: LYON COUNTY TREASURER 31 S MAIN ST
Is budget authority available?: Yes	City/State/Zip: YERINGTON, NV 89447
If "No" please explain: Not Applicable	Contact/Phone: null775/463-6501
	Vendor No.: T40156600
	NV Business ID: Gov't Entity

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 %
X Federal Funds	66.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	34.00 % State Share of Collections

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 364 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **CSEP**

5. Purpose of contract:

This is a new interlocal agreement for the division's Child Support Enforcement Program to provide Hearing Master and Court Services, for the purpose of enforcing support obligations owed by non-custodial parents to their children; establishing paternity; obtaining financial and medical support; and adjusting support orders. Title IV-D, 42 USC 654(7) authorizes the division to enter into interlocal contracts with appropriate courts and law enforcement officials to implement an efficient statewide system to meet the purposes of this Act.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$47,690.00**

Other basis for payment: **Actual per Invoice**

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Revised Statutes and Title IV-D of the Social Security Act requires that DWSS attempt to establish paternity, secure support, and recover support debts for children who may or may not be receiving public assistance.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

States may enter into interlocal contracts to administer the CSEP, per 45 CFR 302.10; 45 CFR 302.34; 45 CFR 303.107.

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. 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

12. 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.

13. 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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	03/26/2012 17:39:07 PM
Division Approval	msmit5	05/25/2012 07:00:41 AM
Department Approval	mtorvine	05/31/2012 12:29:33 PM
Contract Manager Approval	afrancis	06/01/2012 09:00:34 AM
Budget Analyst Approval	cglover	06/04/2012 15:25:06 PM
BOE Agenda Approval	cwatson	06/08/2012 12:47:01 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 CONTRACT1. Contract Number: **13198**

Agency Name:	DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name:	BOARD OF REGENTS-UNLV
Agency Code:	409	Contractor Name:	BOARD OF REGENTS-UNLV
Appropriation Unit:	3145-10	Address:	UNLV OFFICE OF CONTROLLER 4505 MARYLAND PKWY MS 1005
Is budget authority available?:	Yes	City/State/Zip:	LAS VEGAS, NV 89154-1005
If "No" please explain:	Not Applicable	Contact/Phone:	null702/895-1142
		Vendor No.:	D35000813
		NV Business ID:	Governmental Agency

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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	25.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	75.00 %	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 **07/01/2012**

Anticipated BOE meeting date 07/2012

Retroactive? **Yes**

If "Yes", please explain

Training is scheduled during the first week of July; therefore, with the rescheduling of the Board of Examiner's meeting this contract is requesting a retroactive effective date of July 1, 2012.

3. Termination Date: **06/30/2016**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **Training**

5. Purpose of contract:

This is a new interlocal agreement to provide development of a Nevada child welfare training infrastructure and an intensive quality training and professional development system for undergraduate and graduate social work students who are interested in pursuing a social work career in public child welfare, defined as child protective services and permanency planning, who are willing to make a commitment to work full time in a county or state child welfare agency.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,798,000.00**

Other basis for payment: The annual budget for this contract is not to exceed \$449,500.00 per state fiscal year and is contingent upon available funding.

II. JUSTIFICATION

7. What conditions require that this work be done?

The educational training program is used as a recruitment tool to attract social workers at the undergraduate and graduate level to pursue careers in public child welfare.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The focus of this program is on students pursuing social work undergraduate and graduate degrees at the university level and cannot be done by state employees.

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?
The Division of Child and Family Services has used the University of Nevada, Las Vegas for many years. They have provided satisfactory work in the past with many services delivery needs, including the educational training program.

d. Last bid date: 03/01/2012 Anticipated re-bid date: 03/01/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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 with the Department of Health and Human Services, Division of Child and Family Services. Service has been satisfactory.

13. 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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	05/15/2012 15:53:47 PM
Division Approval	dcluever	05/16/2012 11:21:58 AM
Department Approval	mtorvine	06/04/2012 14:24:57 PM
Contract Manager Approval	rjacob3	06/04/2012 14:33:44 PM
Budget Analyst Approval	cglover	06/05/2012 15:55:52 PM
BOE Agenda Approval	cwatson	06/08/2012 12:50:29 PM
BOE Final Approval	Pending	



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

4126 Technology Way – 3rd Floor
Carson City, Nevada 89706
(775) 684-4400

MEMORANDUM

TO: Jeff Mohlenkamp, Director
Budget Division

THROUGH: Amber Howell, Administrator *Howell*
for Division of Child and Family Services

FROM: Christine Lovass-Nagy, Clinical Program Planner II *CW*
Division of Child and Family Services

DATE: June 14, 2012

SUBJECT: Retroactive Contract Date

A retroactive effective date of July 1, 2012 is requested for this Intrastate Interlocal Contract with the Board of Regents, Nevada System of Higher Education (NSHE) on behalf of University of Nevada, Las Vegas, School of Social Work.

This contract provides a training program which includes development of an outcome-based training system for recruitment and retention of skilled child welfare workers; skill-based curriculum and training developed from outcome driven practice models.

With the move of the BOE date from July 3, 2012 to July 13, 2012, the curriculum development and training of child welfare workers would be delayed for an additional ten days. Therefore, we are requesting a retroactive effective date of July 1, 2012.

Thank you for your consideration of this request. If you have any questions, please feel free to contact me at 775-684-4449.

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: **13255**

Agency Name: DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name: CAMELOT COMMUNITY CARE
Agency Code: 409	Contractor Name: CAMELOT COMMUNITY CARE
Appropriation Unit: 3229-13	Address: PO BOX 601295
Is budget authority available?: Yes	City/State/Zip: CHARLOTTE, NC 28260-1295
If "No" please explain: Not Applicable	Contact/Phone: null540/710-6085
	Vendor No.: T81106450
	NV Business ID: Out of State

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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	62.50 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	37.50 %	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 **09/01/2012**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2013**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **Therapeutic Care**

5. Purpose of contract:

This is a new contract to provide therapeutic care for one child living outside the State of Nevada within the court ordered placement at negotiated rates within the facility providing the therapeutic care for these youth. The division has the legal responsibility to provide services to children within our custody with emotional and behavioral problems a safe environment with a permanency plan for adoption. These children were placed in Illinois, pursuant to a court order for permanency planning through adoption as relatives live close by.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$41,748.70**

Payment for services will be made at the rate of \$114.38 per day

Other basis for payment: \$114.38 X 365 days = \$41,748.70

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department of Health and Human Services, Division of Child and Family Services has the legal responsibility to provide services to children within our custody with emotional and behavioral problems a safe environment with a permanency plan for adoption.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

These children were placed in Illinois, pursuant to a court order for permanency planning through adoption as relatives live close by.

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?

These children were placed in Illinois, pursuant to a court order.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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 with the Department of Health and Human Services, Division of Child and Family Services. Service has been satisfactory.

13. 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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **DCFS was told by the Secretary of State Office that a business license will not be necessary due to the fact that this facility is located out of state.**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. 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?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

DCFS was told by the Secretary of State Office that a business license will not be necessary due to the fact that this facility is located out of state.

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

DCFS was told by the Secretary of State Office that a business license will not be necessary due to the fact that this facility is located out of state.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	05/03/2012 14:40:16 PM
Division Approval	dkluever	05/04/2012 16:41:51 PM
Department Approval	mtorvine	05/12/2012 09:08:51 AM
Contract Manager Approval	rjacob3	05/14/2012 16:04:04 PM
Budget Analyst Approval	cglover	06/07/2012 14:45:03 PM
BOE Agenda Approval	cwatson	06/08/2012 12:53:00 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: **13442**

Agency Name:	DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name:	BHC MONTE VISTA HOSPITAL DBA
Agency Code:	409	Contractor Name:	BHC MONTE VISTA HOSPITAL DBA
Appropriation Unit:	3646-16	Address:	MONTE VISTA HOSPITAL 5900 W ROCHELLE AVE LAS VEGAS, NV 89103-3304
Is budget authority available?:	Yes	City/State/Zip:	LAS VEGAS, NV 89103-3304
If "No" please explain:	Not Applicable	Contact/Phone:	null702/364-1111
		Vendor No.:	T80987391
		NV Business ID:	NV19931039415

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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	100.00 %	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 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide ongoing acute psychiatric care for youth between the ages of 6-18 who meet criteria for this level of service according to best practice and standards of care. Youth will be treated at Monte Vista Hospital until such time that they can be transferred to Desert Willow Treatment Center acute unit located in Las Vegas, Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,999.00**

Other basis for payment: Payments will be made at the current Nevada Medicaid rate for services provided and billed under the approved revenue codes according to the contract consideration.

II. JUSTIFICATION

7. What conditions require that this work be done?

Monte Vista hospital is used as an over flow facility until a bed is available at Desert Willow Treatment Center.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The state does not have a facility equipped to handle the acute services that are needed for the youth.

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?

There are only two facilities available to offer these services within Clark County and both facilities are contracted with DCFS.

d. Last bid date: 04/01/2012 Anticipated re-bid date: 04/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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 with the Department of Health and Human Services, Division of Child and Family Services. Service has been satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dkluever	05/10/2012 14:53:33 PM
Division Approval	dkluever	05/10/2012 14:53:36 PM
Department Approval	mtorvine	05/12/2012 08:47:42 AM
Contract Manager Approval	rjacob3	05/14/2012 16:04:40 PM
Budget Analyst Approval	cglover	06/07/2012 14:51:41 PM
BOE Agenda Approval	cwatson	06/08/2012 12:52:24 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: **13510**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: AMEC Environment & Infrastructure, INC.
Agency Code: 431	Contractor Name: AMEC Environment & Infrastructure, INC.
Appropriation Unit: 3650-10	Address: 3800 Ezell Road Suite 100
Is budget authority available?: Yes	City/State/Zip: Nashville, TN 37211
If "No" please explain: Not Applicable	Contact/Phone: null615-333-0636
	Vendor No.:
	NV Business ID: NV19941068472

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 061-2012

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/10/2015**

Contract term: **3 years and 9 days**

4. Type of contract: **Contract**

Contract description: **FMO GIS Environ**

5. Purpose of contract:

This is a new contract to provide on-call GIS services to Nevada Army National Guard staff. This work will be consistent with National Guard Bureau's GIS standards and requirements of geospatial data.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$58,088.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a new contract to provide on-call GIS services to NVARNG staff. This work will be consistent with National Guard Bureau's GIS standards and requirements of Geospatial Data.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not possess requisite skills and certifications to provide GIS support

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. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bhernan2	06/06/2012 14:33:22 PM
Division Approval	bhernan2	06/06/2012 14:33:31 PM
Department Approval	bhernan2	06/06/2012 14:33:34 PM
Contract Manager Approval	bhernan2	06/12/2012 11:23:46 AM
Budget Analyst Approval	jborrowm	06/12/2012 11:31:28 AM
BOE Agenda Approval	nhovden	06/13/2012 18:00:22 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: **13514**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: Automated Temperature Controls Inc.
Agency Code: 431	Contractor Name: Automated Temperature Controls Inc.
Appropriation Unit: 3650-10	Address: 8535 Double R Blvd
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89511
If "No" please explain: Not Applicable	Contact/Phone: Gary Larkin 775-826-7700
	Vendor No.: PUR0003825
	NV Business ID: NV19871039226

To what State Fiscal Year(s) will the contract be charged? **2013**

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 052-2012

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/11/2012**

Contract term: **102 days**

4. Type of contract: **Contract**

Contract description: **CSMS Delta Control**

5. Purpose of contract:

This is a new contract for installation of a Delta control system. This system will allow analytical data, which will allow the Construction and Facilities Management Office staff the ability to evaluate, monitor and implement control measures that will reduce energy consumption.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$162,080.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

This system will allow analytical data which will allow the Construction and Facilities Management Office (CFMO) staff the ability to evaluate, monitor and implement control measures that will reduce energy consumption.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not possess requisite skills and certifications to install Automated Temperature Controls systems.

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 #: 120506

Approval Date: 05/08/2012

c. Why was this contractor chosen in preference to other?

Delta's only Northern Nevada representative is Automated Temperature Controls Inc.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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 the Military has utilized this vendor extensively as they are the sole authorized vendor in the area for Delta Controls. All services have been satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bhernan2	06/05/2012 11:47:09 AM
Division Approval	jmcentee	06/06/2012 11:42:16 AM
Department Approval	jmcentee	06/06/2012 11:42:19 AM
Contract Manager Approval	bhernan2	06/06/2012 14:29:40 PM
Budget Analyst Approval	jborrowm	06/12/2012 10:27:21 AM
BOE Agenda Approval	nhovden	06/13/2012 13:01:21 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL
GOVERNOR

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

Purchasing Use Only:
120506

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1.
 - a. Identify State agency and the contact person's name, title, telephone number and email address for this request:
Office of the Military, Jennifer McEntee, ASOII, (775) 884-8458, jmcentee@govmail.state.nv.us.
 - b. Vendor contact information:
Automated Temperature Controls, Gary Larkin, 8535 Double R Blvd, Reno NV 89511, (775) 826-7700
 - c. Type of waiver requested: Sole or single source Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased:
This project will establish programming that will allow the Nevada National Guard to schedule their buildings, or portions thereof, on or off. Also install lighting controls and HVAC interface through motion detection in all areas of the CSMS building. We will be able to schedule weekends, holidays, Guard Drill weekends, etc and also have the ability to completely shut the buildings down when they are not in use. Having this kind of control of our facilities will result in substantial energy savings and allow us to start up a facility remotely for use as an emergency shelter, etc.
3. Describe the unique qualification required for the service or good to be purchased:
Automated Temperature Controls has exclusive proprietary rights to install Delta controls and programming in Northern Nevada.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
This is an upgrade/expansion to our existing Delta system; Delta's only Northern Nevada representative is Automated Temperature Controls.
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:
This service cannot be competitively bid, Automated Temperature Controls has proprietary rights in Northern Nevada; if the waiver is denied, the project will not be able to move forward.
6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.
Delta Controls was contacted, they informed us that Automated Temperature Controls is the proprietary vendor in the Northern Nevada area and they only allow this vendor to install their product in our area. In the past, we have contacted vendors in the Las Vegas and Sacramento areas who deal with Delta products, they have both said that they cannot work out of their designated area; both vendors recommend we contact Automated Temperature Controls.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
We have looked at similar systems from other companies. Delta Controls was contacted, they informed us that Automated Temperature Controls is the proprietary vendor in the Northern Nevada area and they only allow this vendor to install their product in our area.
8. What is the estimated value and length of the contract, amendment or request?
\$170,000.00

a. New contract Y N

b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Office of the Military
Requesting agency


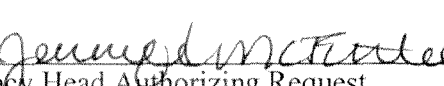
hereby requests approval for

Automated Temperature Controls
Proposed vendor

to provide the service/good for the amount and term as described above.


By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X 	
Agency Representative Initiating Request	Date 5/3/12
X 	
Agency Head Authorizing Request	Date 5/3/12

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X 	
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and 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.

Approving Authority:

X 	
Administrator, Purchasing Division	Date 5/8/12

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: **13427**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: ELEVATOR SERVICE INC DBA
Agency Code: 431	Contractor Name: ELEVATOR SERVICE INC DBA
Appropriation Unit: 3650 - All Categories	Address: KOCH ELEVATOR COMPANY 726 SPICE ISLAND DR
Is budget authority available?: Yes	City/State/Zip: SPARKS, NV 89431
If "No" please explain: Not Applicable	Contact/Phone: null775/323-8822
	Vendor No.: T27012989
	NV Business ID: NV20021389523

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

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	40.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	40.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	20.00 % Rental Income - EOC

Agency Reference #: **NVMD # 027-2012**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/10/2016**

Contract term: **4 years and 10 days**

4. Type of contract: **Contract**

Contract description: **Elevator Service**

5. Purpose of contract:

This is a new contract to establish services for elevators on an as needed basis, statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,960.00**

Payment for services will be made at the rate of \$24,990.00 per fiscal year

Other basis for payment: Progress payments can be made per invoice per services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a service contract that will allow vendors perform elevator services under contract so we can comply with NRS & NAC.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

We do not have the equipment or the certifications 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 vendor was chosen by the Evaluation Committee that was held on March 23, 2012.

d. Last bid date: 03/16/2012 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmcentee	05/09/2012 12:52:55 PM
Division Approval	jmcentee	05/09/2012 12:53:53 PM
Department Approval	bhernan2	06/06/2012 15:07:44 PM
Contract Manager Approval	bhernan2	06/06/2012 15:07:46 PM
Budget Analyst Approval	jborrowm	06/12/2012 10:56:21 AM
BOE Agenda Approval	nhovden	06/13/2012 13:06:29 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 CONTRACT1. Contract Number: **13444**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: LINDELLS PAINTING SERVICE
Agency Code: 431	Contractor Name: LINDELLS PAINTING SERVICE
Appropriation Unit: 3650-10	Address: 140 INVENTORS PL
Is budget authority available?: Yes	City/State/Zip: SPARKS, NV 89441-5208
If "No" please explain: Not Applicable	Contact/Phone: Chris Key 775/825-8951
	Vendor No.: T27030525
	NV Business ID: NV19551000875

To what State Fiscal Year(s) will the contract be charged? **2013**

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 039-2012

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/12/2012**Contract term: **73 days**4. Type of contract: **Contract**Contract description: **AASF Exterior Paint**

5. Purpose of contract:

This is a new contract for painting concrete block exterior walls, metal doors, roll-up doors, and lower portion of hangar doors at the Army Aviation Support Facility on the Washoe County Armory site.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,911.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Concrete block exterior walls, metal doors, roll-up doors, and lower portion of hangar doors at the Army Aviation Support Facility (AASF) on the Washoe County Armory site are aging and in need of routine maintenance to avoid more expensive restoration in the future.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not possess requisite skills and certifications to repaint concrete blocks walls, metal doors, roll-up door.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 was chosen by the evaluation committee.

d. Last bid date: 04/10/2012 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

A vendor search in DAWN shows a previous vendor number and has done work for other agencies. We have not heard anything unsatisfactory about this vendor.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bherman2	06/05/2012 17:10:04 PM
Division Approval	jmcentee	06/06/2012 14:01:17 PM
Department Approval	jmcentee	06/06/2012 14:01:18 PM
Contract Manager Approval	bherman2	06/06/2012 14:28:06 PM
Budget Analyst Approval	jborrowm	06/12/2012 11:28:21 AM
BOE Agenda Approval	nhovden	06/13/2012 13:23:40 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: **13463**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: ECOLAB Inc
Agency Code: 440	Contractor Name: ECOLAB Inc
Appropriation Unit: 3722-04	Address: 370 Wabasha St North
Is budget authority available?: Yes	City/State/Zip: St Paul, MN 55102
If "No" please explain: Not Applicable	Contact/Phone: Bruce Kottom 651-293-2892
	Vendor No.: PUR0000701
	NV Business ID: NV19651000193
To what State Fiscal Year(s) will the contract be charged?	2013-2016

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	100.00 %	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: **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **4 years**

4. Type of contract: **Lease/Purchase Agreement**

Contract description: **Leasing Dishwashers**

5. Purpose of contract:

This is a new contract to provide for the leasing of commerical dishwashers and related services, including removal and disposal of existing machines, installation and all maintenance of new machines at various conservation camps located throughout the State.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$155,200.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

For the health and safety of staff and inmates.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NDOC does not have the equipment and or staff necessary to do this service. No other State agency offers 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?

Ecolab Inc. was the only respondent to State Purchasing's RFP #2024. They are the current vendor and can meet the needs of the Department.

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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 07 - FY 12; Department of Corrections, service has been verified as satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bfarris	06/01/2012 16:03:22 PM
Division Approval	bfarris	06/01/2012 16:04:52 PM
Department Approval	dreed	06/02/2012 16:17:28 PM
Contract Manager Approval	mvarne1	06/04/2012 08:28:12 AM
Budget Analyst Approval	cmurph3	06/18/2012 08:36:03 AM
BOE Agenda Approval	sbrown	06/19/2012 11:31:21 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 CONTRACT1. Contract Number: **13560**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: DEPARTMENT OF THE INTERIOR-BLM
Agency Code: 440	Contractor Name: DEPARTMENT OF THE INTERIOR-BLM
Appropriation Unit: 3727-00	Address: NEVADA STATE OFFICE 1340 FINANCIAL BLVD
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89520-0006
If "No" please explain: Not Applicable	Contact/Phone: Susan Kaller 7758616559
	Vendor No.: T81072360
	NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2013-2023**

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 %
X Federal Funds	100.00 %	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 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **07/09/2022**Contract term: **10 years and 10 days**4. Type of contract: **Interlocal Agreement**Contract description: **BLM Wild Horse**

5. Purpose of contract:

This is a new interlocal agreement to provide proper care of captured wild horses and burros and prepare the horses for adoption and/or use by agencies requiring horses while providing training opportunities and positive work experiences for Nevada Department of Corrections' inmates.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,000,000.00**

Other basis for payment: Ranch will receive per diem rate which varies with the price of hay and the number of horses boarded, adoption fees of \$175 to \$1,150 per horse or burro, and certain expenditures will be reimbursed by BLM.

II. JUSTIFICATION

7. What conditions require that this work be done?

Sections 1333 and 1336 of the Wild Free-Roaming Horses and Burros Act of 1971, as amended.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a revenue contract. Prison Industries' Ranch is providing 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 Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

N/A

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ddastal	06/12/2012 10:13:47 AM
Division Approval	ddastal	06/12/2012 10:13:50 AM
Department Approval	ddastal	06/12/2012 10:13:54 AM
Contract Manager Approval	ddastal	06/12/2012 10:13:58 AM
Budget Analyst Approval	cmurph3	06/12/2012 13:34:50 PM
BOE Agenda Approval	sbrown	06/13/2012 16:44:17 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: **13457**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Peck, Gerald R
Agency Code: 440	Contractor Name: Peck, Gerald R
Appropriation Unit: 3727-35	Address: 3542 Arcadia Dr
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89705
If "No" please explain: Not Applicable	Contact/Phone: null775-690-6632
	Vendor No.: T29002966
	NV Business ID: NV20121343571
To what State Fiscal Year(s) will the contract be charged?	2012-2017

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 %
X Federal Funds	100.00 %	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 06/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/11/2017**

Contract term: **5 years and 11 days**

4. Type of contract: **Provider Agreement**

Contract description: **Veterinary Services**

5. Purpose of contract:

This is a new contract to provide veterinary services for wild horses boarded by the Prison Ranch for the Bureau of Land Management (BLM).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$98,000.00**

Other basis for payment: \$120 per hour for veterinary services with 24-hour notice. \$120 per hour plus \$95 per call fee for emergency veterinary care for less than 24 hour notice. Supplies billed at cost plus 15%. From 01/01/15 - 06/11/17, emergency care \$130 per hour plus \$105 call fee and supplies at cost plus 20%.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Prison Ranch currently boards approximately 1,000 wild horses for the BLM. The Ranch's agreement with the BLM is that the BLM reimburses the Ranch for the cost of wild horse veterinary services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees in our agency and other state agencies do not have the expertise nor the qualifications to perform veterinary 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):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Lower cost than other veterinarians and Ranch has worked with Dr. Peck the last five years.

d. Last bid date: 03/17/2012 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

Dept. of Corrections/Industries Ranch 10/09/07 - 04/18/12. The BLM and we are very satisfied with Dr. Peck.

13. 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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ddastal	05/17/2012 10:56:47 AM
Division Approval	ddastal	05/17/2012 10:56:50 AM
Department Approval	ddastal	05/17/2012 10:56:53 AM
Contract Manager Approval	ddastal	05/17/2012 10:56:56 AM
Budget Analyst Approval	sbrown	06/05/2012 16:11:42 PM
BOE Agenda Approval	sbrown	06/05/2012 16:11:50 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: CONV6612	Amendment Number: 2
Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Desert Boiler & Controls, Inc.
Agency Code: 440	Contractor Name: Desert Boiler & Controls, Inc.
Appropriation Unit: 3761-09	Address: 305 W Saint Louis Ave.
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89102
If "No" please explain: Not Applicable	Contact/Phone: Jim Manley 775.631.7780
	Vendor No.: T81025013
	NV Business ID: NV19971189711

To what State Fiscal Year(s) will the contract be charged? **2010-2013**

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	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 7186

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/11/2009**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **3 years and 324 days**

4. Type of contract: **Contract**

Contract description: **General Equipment Maintenance and Repair Services**

5. Purpose of contract:

This is the second amendment to the original contract, which provides preventative maintenance services to the boilers at Florence McClure Women's Correctional Center (FMWCC), High Desert State Prison (HDSP) and Southern Desert Correctional Center (SDCC). This amendment increases the maximum amount from \$131,034.35 to \$148,918.35 due to necessary repairs at FMWCC.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$130,048.84
2. Total amount of any previous contract amendments:	\$985.51
3. Amount of current contract amendment:	\$17,884.00
4. New maximum contract amount:	\$148,918.35

II. JUSTIFICATION

7. What conditions require that this work be done?

For the health and safety of staff and inmates.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Nevada Department of Corrections does not have the expertise and/or equipment necessary. No other State agency provides 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):
[]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?
Desert Boiler and Controls, Inc. scored highest during the RFP process.

d. Last bid date: 06/01/2009 Anticipated re-bid date: 06/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

FY10 - current; NDOC. Services have been verified as satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	carnol1	05/30/2012 10:29:11 AM
Division Approval	bfarris	06/04/2012 14:58:38 PM
Department Approval	dreed	06/05/2012 14:05:10 PM
Contract Manager Approval	cphenix	06/06/2012 08:27:16 AM
Budget Analyst Approval	cmurph3	06/11/2012 14:33:52 PM
BOE Agenda Approval	sbrown	06/12/2012 13:00:23 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **13538**Agency Name: **DPS-RECORDS & TECHNOLOGY**Agency Code: **655**Appropriation Unit: **4709-19**Is budget authority available?: **No**

If "No" please explain: Work program number C23597 to balance forward \$87,200 to FY13 has been submitted for approval during the June 2012 meeting of the Interim Finance Committee.

Legal Entity Name: **McNeal Consulting, LLC**Contractor Name: **McNeal Consulting, LLC**Address: **10077 Buck Point Road**City/State/Zip: **Tallahassee, FL 32312**Contact/Phone: **Jim McNeal 850-339-4754**

Vendor No.:

NV Business ID: **NV20121289256**To what State Fiscal Year(s) will the contract be charged? **2013**

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 %
X Federal Funds	100.00 %	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: **07/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2012**Contract term: **183 days**4. Type of contract: **Contract**Contract description: **Software support**

5. Purpose of contract:

This is a new contract to provide for the customization of the software application known as the Sex Offender Registry Tool to meet specific requirements for the division.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$90,000.00**

Payment for services will be made at the rate of \$125.00 per hour

Other basis for payment: payment based on receipt of monthly invoices

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada's current sex offender registry software application is more than 10 years old, is no longer supported by the vendor, and can not readily be changed to meet the federal requirements. This contract will provide for customization of a new software application to meet Nevada's unique requirements.

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 technical expertise to customize this very unique software application.

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?

Procurement requirements waived by State Purchasing pursuant to NRS 333.300(3). (E-mail attached)

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jdibasil	06/06/2012 12:36:35 PM
Division Approval	jdibasil	06/06/2012 12:36:38 PM
Department Approval	mteska	06/06/2012 13:04:07 PM
Contract Manager Approval	jbauer	06/06/2012 15:38:34 PM
DoIT Approval	lmuelle1	06/07/2012 14:19:55 PM
Budget Analyst Approval	jstrandb	06/12/2012 12:59:47 PM
BOE Agenda Approval	cwatson	06/13/2012 15:21:21 PM
BOE Final Approval	Pending	

From: [Kimberlee Tarter](#)
To: [Patrick Conmay](#)
Cc: [Greg Smith](#); [Julie Butler](#); [Jennifer Bauer](#)
Subject: RE: No bid request letter
Date: Thursday, April 05, 2012 2:54:37 PM

Hello,

At the direction of Greg Smith, please consider this email approval pursuant to NRS333.300(3) to waive the procurement requirements for a contract with McNeal Consulting, LLC in the amount of \$132,000.

Kind regards,

Kimberlee

Kimberlee Tarter, CPPB
Deputy Administrator

Department of Administration, Purchasing Division
515 East Musser St., Suite 300
Carson City, NV 89701
T. 775.684.0196 F. 775.684.0188
ktarter@admin.nv.gov

Register as a vendor at: <http://purchasing.state.nv.us>

From: "Patrick Conmay" <pconmay@dps.state.nv.us>
To: "Greg Smith" <gmsmith@admin.nv.gov>
Cc: "Julie Butler" <jbutler@dps.state.nv.us>
Subject: **No bid request letter**

Mr. Smith, please see the attached letter requesting permission to contract with McNeal Consulting, LLC under the emergency purchasing provisions of NRS 333.300(3). Your consideration is appreciated.

Brian Sandoval
Governor



Chris Perry
Director

Records and Technology Division
333 West Nye Lane, Suite 100
Carson City, Nevada 89706
Telephone (775) 684-6262 – Fax (775) 684-6265
www.nvrepository.state.nv.us

Patrick J. Conmay
Division Chief

April 5, 2012

Greg Smith
Purchasing Administrator

Dear Mr. Smith,

The Department of Public Safety, Records and Technology Division, Records Bureau, seeks permission to contract with McNeal Consulting, LLC under the emergency purchasing provisions of NRS 333.300(3) to make the Sex Offender Registry Toolkit (SORT) application functional for the Nevada State Sex Offender Registry. The Sex Offender Registry Unit within the Records Bureau has a software application built more than ten years ago to monitor and track registered sex offenders using a platform which is no longer vendor supported and does not meet current FBI information security requirements. In addition, the application does not, and cannot, be modified to support federal requirements associated with SORNA, the Sex Offender Registration and Notification Act, which is Title I of the Adam Walsh Child Protection & Safety Act of 2006.

The Institute for Intergovernmental Research (IIR), through contracts with independent IT experts, created the SORT application for states to use free-of-charge for those states that wish to use all or parts of it to become SORNA compliant. While the SORT tool is a great start for the Nevada Sex Offender Registry, there are certain requirements imposed on the Registry by Nevada law, specifically AB 579 of the 2007 Session, which will require customization of the SORT application to make it usable for Nevada. McNeal Consulting, as one of the experts that developed the SORT application, has intimate knowledge of the SORT application and has worked in a .NET environment, which is used by the DPS Technology Bureau. McNeal Consulting is currently working for the states of Georgia and Pennsylvania to customize the SORT application for their states, similar to what McNeal would be doing for Nevada.

The Records Bureau received a federal grant from the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking (SMART) in 2008 to hire a vendor to develop a new Sex Offender Registry application for the State of Nevada that would be compliant with SORNA and AB 579. A Request for Proposals was issued in 2009, facilitated by the State Purchasing Division, and a contract was executed. After two years of working on the project with no definitive implementation date, the Records Bureau made a decision to terminate this contract effective December 23, 2011 and seek other options.

Based on internal analysis by the DPS Technology Bureau, it was decided that the SORT application could be modified to meet the Sex Offender Registry Unit's needs for complying with SORNA and AB 579. DPS IT staff contacted two IT experts recommended by IIR, one of whom was McNeal Consulting. After discussions with both experts, McNeal Consulting is preferred because they have the .NET

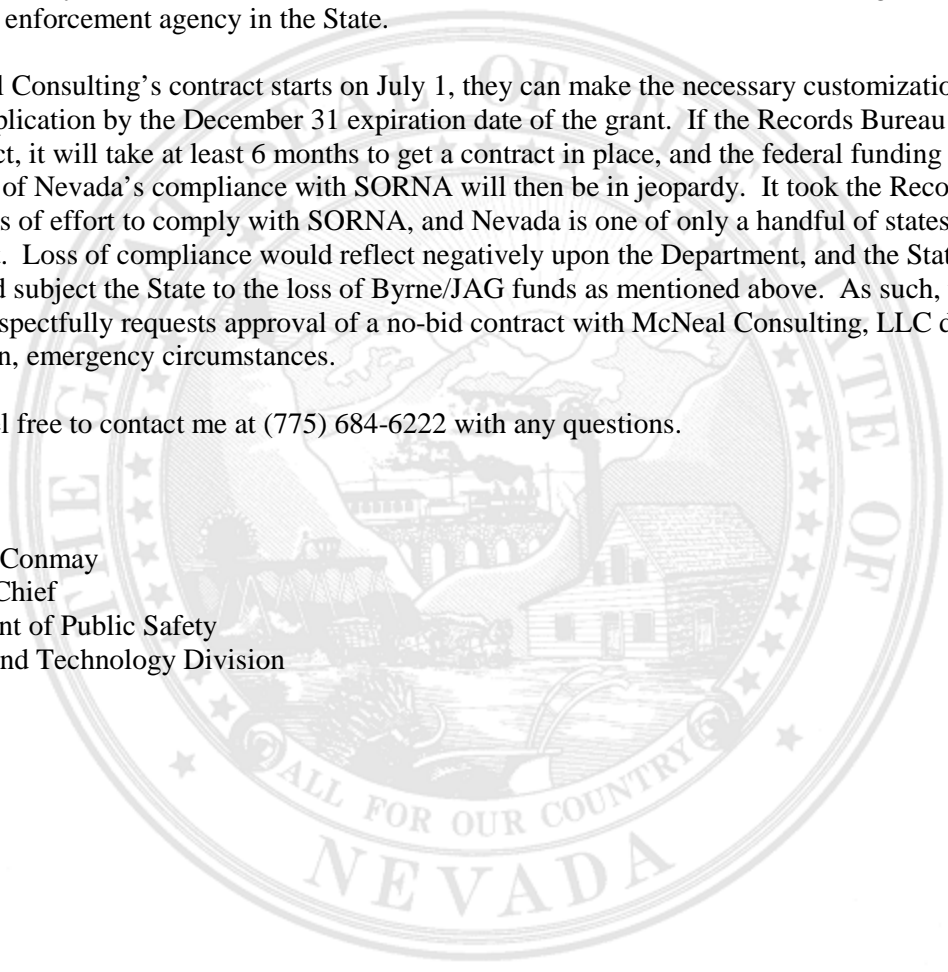
experience, are actively working on similar projects for other states, have been responsive to our inquiries, and are available during the timeframe that is required to finish the customization.

Time is of the essence. The federal grant funding has already been extended three times during the Records Bureau's work with the previous contractor. The Records Bureau had to beg for the latest extension to December 31, 2012 to use the remaining \$132,000 in the grant to pay for the necessary equipment and SORT customizations. The Records Bureau cannot afford to lose this funding and pay for the project out of its operating budget. Nor can it afford to not comply with SORNA as the penalty for that would be a 10% reduction in federal funding through the Byrne/JAG program. Byrne/JAG funds are used exclusively for statewide law enforcement activities, and the loss of that funding would be felt by every law enforcement agency in the State.

If McNeal Consulting's contract starts on July 1, they can make the necessary customizations of the SORT application by the December 31 expiration date of the grant. If the Records Bureau is forced to bid this project, it will take at least 6 months to get a contract in place, and the federal funding will be lost. The State of Nevada's compliance with SORNA will then be in jeopardy. It took the Records Bureau three years of effort to comply with SORNA, and Nevada is one of only a handful of states that are compliant. Loss of compliance would reflect negatively upon the Department, and the State of Nevada, and would subject the State to the loss of Byrne/JAG funds as mentioned above. As such, the Records Bureau respectfully requests approval of a no-bid contract with McNeal Consulting, LLC due to unforeseen, emergency circumstances.

Please feel free to contact me at (775) 684-6222 with any questions.

Sincerely
Patrick J. Conmay
Division Chief
Department of Public Safety
Records and Technology Division



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: **13529**

Agency Name: **PARKS DIVISION**
Agency Code: **704**
Appropriation Unit: **4605-19**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: Custom Water Works
Contractor Name: **Dennis Naffziger**
Address: **72 E. Levi Ave**
City/State/Zip: **Las Vegas, NV 89183**
Contact/Phone: null702-292-1856
Vendor No.: T29030599
NV Business ID: NV20101610589

To what State Fiscal Year(s) will the contract be charged? **2013-2015**

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 %	Utility Surcharge
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 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2014**

Contract term: **2 years and 183 days**

4. Type of contract: **Contract**

Contract description: **Water Delivery**

5. Purpose of contract:

This is a new contract for the delivery of water to Valley of Fire to refill storage tanks if the domestic well fails.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,000.00**

Other basis for payment: \$250 per trip and \$5.50 per 1000 gallons not to exceed \$24,000

II. JUSTIFICATION

7. What conditions require that this work be done?

Water system emergencies can prevent ability to refill storage tanks. Valley of Fire must have water.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Parks does not have the equipment or access to the large amount of water needed.

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?

Lowest bid.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other Partnership

15. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

DBA

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	06/05/2012 14:32:41 PM
Division Approval	sdecrona	06/05/2012 14:32:43 PM
Department Approval	sdecrona	06/05/2012 14:32:46 PM
Contract Manager Approval	sdecrona	06/05/2012 14:32:49 PM
Budget Analyst Approval	jrodrig9	06/14/2012 19:30:15 PM
BOE Agenda Approval	cwatson	06/15/2012 08:15:49 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: **13465**

Agency Name: ENVIRONMENTAL PROTECTION	Legal Entity Name: RESOURCE CONCEPTS INC
Agency Code: 709	Contractor Name: RESOURCE CONCEPTS INC
Appropriation Unit: 3186-12	Address: 340 N MINNESOTA ST
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89703-4152
If "No" please explain: Not Applicable	Contact/Phone: null775/883-1600
	Vendor No.: T12785100
	NV Business ID: NV19781005208
To what State Fiscal Year(s) will the contract be charged?	2013-2014

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **Purchasing RFP# 1968, DEP 13-002**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Wellhead Protection**

5. Purpose of contract:

This is a new contract to provide technical assistance to the agency as well as assistance to communities and small public water systems in the development and implementation of Community Source Water/Wellhead Protection Plans.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$540,000.00**

Other basis for payment: **Quarterly, based on work completed**

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal Government has dictated the cities/communities have a Wellhead Protection Program (WHPP) and has allocated funds to the State of Nevada for this purpose.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Communities are the lead agencies and need community involvement. The State only monitors the project(s) and does not mandate.

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?

This contractor was the one chosen by the RFP evaluation committee.

d. Last bid date: 03/01/2008 Anticipated re-bid date: 03/01/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

1998 to 2003, Division of Environmental Protection. Work has been satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	randrews	05/22/2012 11:16:21 AM
Division Approval	sneudaue	05/22/2012 11:44:38 AM
Department Approval	sneudaue	05/22/2012 11:44:41 AM
Contract Manager Approval	sneudaue	06/05/2012 11:17:11 AM
Budget Analyst Approval	jrodrig9	06/14/2012 19:34:02 PM
BOE Agenda Approval	cwatson	06/15/2012 08:16:48 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: **13383**

Agency Name: **ATHLETIC COMMISSION**
Agency Code: **749**
Appropriation Unit: **3952-04**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **CHARVEZ FOGER**
Contractor Name: **CHARVEZ FOGER**
Address: **128 Junction Peak Ave**
City/State/Zip: **N. Las Vegas, NV 89031**
Contact/Phone: null702-682-0187
Vendor No.: T81091552
NV Business ID: NV20121005645

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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	95.00 %	<input checked="" type="checkbox"/> Fees	5.00 % Amateur Boxing Program
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 **08/01/2012**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **3 years and 334 days**

4. Type of contract: **Contract**

Contract description: **Speciality Services**

5. Purpose of contract:

This is a new contract to provide ongoing inspector services for unarmed combat weigh-ins and events.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,687.00**

Other basis for payment: \$75.00 per event and \$25.00 per weigh-in for a total of \$100; not to exceed \$3,500.00 each year and \$13,708.00 over contract term. Maximum travel \$250 each year and \$979.00 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 other agencies would incur overtime in trying to fulfill these obligations.

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?

The vendor has knowledge of the rules and regulations of the unarmed combatant sports, and serves as inspector to the Athletic Commission since 1996 to present.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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 is currently working as a contract inspector to the Athletic Commission. Performance is satisfactory.

13. 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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. 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

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bbake2	06/04/2012 16:59:27 PM
Division Approval	bbake2	06/04/2012 16:59:29 PM
Department Approval	bbake2	06/04/2012 16:59:31 PM
Contract Manager Approval	oaure	06/05/2012 08:12:17 AM
Budget Analyst Approval	cglover	06/05/2012 11:32:22 AM
BOE Agenda Approval	cwatson	06/08/2012 12:49:55 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: **13382**

Agency Name: **ATHLETIC COMMISSION**
Agency Code: **749**
Appropriation Unit: **3952-04**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **JACK V. LAZZAROTTO**
Contractor Name: **JACK V. LAZZAROTTO**
Address: **8942 Bracken Cliff Ct.**
City/State/Zip: **Las Vegas, NV 89129**
Contact/Phone: null702-685-1985
Vendor No.: T81007716
NV Business ID: NV20111796985

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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	95.00 %	<input checked="" type="checkbox"/> Fees	5.00 % Amateur Boxing Program - 5% funding
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 **08/01/2012**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **3 years and 334 days**

4. Type of contract: **Contract**

Contract description: **Speciality Services**

5. Purpose of contract:

This is a new contract to provide ongoing inspector services for unarmed combat weigh-ins and events.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,687.00**

Other basis for payment: \$75.00 per event and \$25.00 per weigh-in for a total of \$100; not to exceed \$3,500.00 each year and \$13,708.00 over contract term. Maximum travel \$250 each year and \$979.00 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 other agencies would incur overtime in trying to fulfill these obligations.

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?

The vendor has knowledge of the rules and regulations of the unarmed combatant sports, and serves as inspector to the Athletic Commission for over eighteen years..

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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 is currently working as a contract inspector to the Athletic Commission. Performance is satisfactory.

13. 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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bbake2	06/04/2012 16:56:29 PM
Division Approval	bbake2	06/04/2012 16:56:36 PM
Department Approval	bbake2	06/04/2012 16:56:40 PM
Contract Manager Approval	oaure	06/05/2012 08:11:26 AM
Budget Analyst Approval	cglover	06/05/2012 11:32:51 AM
BOE Agenda Approval	cwatson	06/08/2012 12:49:22 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: **13475**

Agency Name: **DEPT OF MOTOR VEHICLES**
Agency Code: **810**
Appropriation Unit: **4744-18**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **KLAS LLC DBA**
Contractor Name: **KLAS LLC DBA**
Address: **KLAS TV**
3228 CHANNEL 8 DR
City/State/Zip: **LAS VEGAS, NV 89109-9000**
Contact/Phone: null702/650-1119
Vendor No.: PUR0004743
NV Business ID: NV19911054881

To what State Fiscal Year(s) will the contract be charged? **2013**

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 %
X Highway Funds	100.00 %	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 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2013**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **Media Contract**

5. Purpose of contract:

This is a new contract for the purpose of delivering information to our DMV customers that will allow them other options than standing in line.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Director's Office budget account was funded for the Public Education Campaign in the 2011 Legislative Session to educate the public on DMV related information.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees available to 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):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contract is one of a number of contractors chosen that offered an advertising schedule with cost-effective audience reach and message frequency. This contractor is one piece in an annual public education campaign supported by other contractors. The Department is contracting with every response.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

Previously contracted with the DMV in FY08, FY09, FY10, FY11, and FY12. Service was satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cmunoz	05/25/2012 11:23:59 AM
Division Approval	cmunoz	05/25/2012 11:24:05 AM
Department Approval	dcook	05/25/2012 11:26:37 AM
Contract Manager Approval	hazevedo	05/25/2012 14:11:56 PM
Budget Analyst Approval	cwatson	06/08/2012 12:45:41 PM
BOE Agenda Approval	cwatson	06/08/2012 12:45:46 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: **13505**

Agency Name: **DEPT OF MOTOR VEHICLES**
Agency Code: **810**
Appropriation Unit: **4744-18**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **KVVU BROADCASTING CORP**
Contractor Name: **KVVU BROADCASTING CORP**
Address: **25 TV 5 DR**
City/State/Zip: **HENDERSON, NV 89014-2332**
Contact/Phone: null702/435-5555
Vendor No.: T29008901
NV Business ID: NV19781006211

To what State Fiscal Year(s) will the contract be charged? **2013**

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 %
X Highway Funds	100.00 %	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 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2013**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **Media Contract**

5. Purpose of contract:

This is a new contract for the purpose of delivering information to our DMV customers that will allow them other options than standing in line.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,950.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Director's Office budget account was funded for the Public Education Campaign in the 2011 Legislative Session to educate the public on DMV related information.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees available to 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):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contract is one of a number of contractors chosen that offered an advertising schedule with cost-effective audience reach and message frequency. This contractor is one piece in an annual public education campaign supported by other contractors. The Department is contracting with every response.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

Previously contracted with the DMV in FY08, FY09, FY10, and FY11. Service has been satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csthil	06/01/2012 10:18:47 AM
Division Approval	csthil	06/01/2012 10:18:50 AM
Department Approval	mradu	06/01/2012 10:21:46 AM
Contract Manager Approval	hazevedo	06/01/2012 11:34:30 AM
Budget Analyst Approval	cwatson	06/12/2012 09:53:34 AM
BOE Agenda Approval	cwatson	06/12/2012 09:53:38 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: **13496**

Agency Name: DEPT OF MOTOR VEHICLES	Legal Entity Name: SOUTHERN NEVADA COMMUNICATIONS
Agency Code: 810	Contractor Name: SOUTHERN NEVADA COMMUNICATIONS
Appropriation Unit: 4744-18	Address: CO DBA KSNV TV 1500 FOREMASTER LN
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89101-1103
If "No" please explain: Not Applicable	Contact/Phone: null702/657-3122
	Vendor No.: PUR0004757
	NV Business ID: NV19711002534

To what State Fiscal Year(s) will the contract be charged? **2013**

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 %
X Highway Funds	100.00 %	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 **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2013**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **Media Contract**

5. Purpose of contract:

This is a new contract for the purpose of delivering information to our DMV customers that will allow them other options than standing in line.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,025.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Director's Office budget account was funded for the Public Education Campaign in the 2011 Legislative Session to educate the public on DMV related information.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees available to 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):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contract is one of a number of contractors chosen that offered an advertising schedule with cost-effective audience reach and message frequency. This contractor is one piece in an annual public education campaign supported by other contractors. The Department is contracting with every response.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

Previously contracted with DMV in FY08, FY09, FY10, and FY11. Service has been satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cmunoz	05/31/2012 07:12:26 AM
Division Approval	cmunoz	05/31/2012 07:12:29 AM
Department Approval	dcook	05/31/2012 11:05:33 AM
Contract Manager Approval	hazevedo	06/01/2012 09:34:06 AM
Budget Analyst Approval	cwatson	06/08/2012 12:46:36 PM
BOE Agenda Approval	cwatson	06/08/2012 12:46:39 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: **13534**

Agency Name: EMPLOYMENT SECURITY DIVISION	Legal Entity Name: COMMUNITY SERVICES AGENCY OF
Agency Code: 902	Contractor Name: COMMUNITY SERVICES AGENCY OF
Appropriation Unit: 4770-12	Address: WASHOE COUNTY/CACFP
Is budget authority available?: Yes	PO BOX 10167
If "No" please explain: Not Applicable	City/State/Zip: RENO, NV 89510
	Contact/Phone: Cloyd Phillips 702/786-6023
	Vendor No.: T11677300
	NV Business ID: NV19651000782
To what State Fiscal Year(s) will the contract be charged? 2013	

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 % Career Enhancement Program

Agency Reference #: **FY13-CEP-CSA**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2013**

Contract term: **364 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Jobs for Graduates**

5. Purpose of contract:

This is a new intrastate interlocal agreement to provide training to improve the outcomes of public education, improve work opportunities for high-risk youth and increase college enrollment and completion rates for high-risk populations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$450,000.00**

Other basis for payment: Community Services Agency (CSA) agrees to provide services at a cost not to exceed \$450,000. Payments to be made upon approval of the request for funds from CSA, normally once a month, with the total contract amount not to exceed \$450,000.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State has committed to providing training for high-risk youth to improve outcomes for public education and improve work opportunities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Jobs for America's Graduates model requires that the state contract with a qualified non-profit organization to administer this program in the state of Nevada.

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?

Purchasing granted exemption of a formal solicitation per NRS 333.300(3). Quality of proposal; scored the highest of the three vendors that were solicited and submitted proposals.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?
Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?
Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mcost1	06/07/2012 11:43:32 AM
Division Approval	tnash	06/07/2012 16:09:17 PM
Department Approval	tnash	06/07/2012 16:09:20 PM
Contract Manager Approval	tnash	06/11/2012 12:36:15 PM
Budget Analyst Approval	knielsen	06/11/2012 12:59:51 PM
BOE Agenda Approval	cwatson	06/12/2012 08:52:49 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 CONTRACT1. Contract Number: **13561**

Agency Name:	SILVER STATE HEALTH INSURANCE EXCHANGE	Legal Entity Name:	Xerox State Healthcare, LLC
Agency Code:	960	Contractor Name:	Xerox State Healthcare, LLC
Appropriation Unit:	1400-70	Address:	8260 Willow Oaks Corporate Drive Suite 600
Is budget authority available?:	No	City/State/Zip:	Fairfax, VA 22031
If "No" please explain: This contract will be funded partially from the current grant and partially from a grant expected to be awarded around August 15.		Contact/Phone:	Will Saunders, President 281-382-7751

Vendor No.:
NV Business ID: NV20021090239

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

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 % Funding breakdown in attached memo.

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2016**Contract term: **4 years and 184 days**4. Type of contract: **Contract**Contract description: **BOS**

5. Purpose of contract:

This is a new contract to provide a Business Operation Solution (BOS), in the form of a Software as a Service, to support the information technology and business function of the Silver State Health Insurance Exchange in order to begin enrolling people in health insurance by October 1, 2013. As part of the BOS, the vendor must also provide a call center that will provide assistance to individuals, employers, employees, and brokers prior to an individuals enrollment in commercial health insurance coverage offered through the Exchange.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$71,963,299.00**

Other basis for payment: upon approved invoice, within 30 days of signed off deliverable form

II. JUSTIFICATION

7. What conditions require that this work be done?

In March 2010, the Patient Protection and Affordable Care Act of 2010 (the PPACA) was enacted by Congress and signed into law by the President. The PPACA creates an opportunity to reform the health insurance marketplace in order to provide all Americans with quality, affordable health insurance coverage. The law mandates the creation of Health Benefit Exchanges that allow consumers to access and evaluate plans from commercial insurers and to apply for health subsidy programs (e.g., Medicaid, the Children's Health Insurance Program (CHIP), and subsidized commercial health insurance) that best meet their needs through an online marketplace. The contract, is contingent upon mandates, requirements and funds of the PPACA, which may be changed, discontinued, or revoked at any time.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not qualified to do this work.

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?

This vendor was chosen through a committee of state employees, through a selection process that was monitored by the Purchasing Division. This vendor was the highest scoring vendor.

d. Last bid date: 05/08/2012 Anticipated re-bid date: 05/01/2018

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sderouss	06/12/2012 10:18:39 AM
Division Approval	sderouss	06/12/2012 10:18:42 AM
Department Approval	sderouss	07/09/2012 15:49:45 PM
Contract Manager Approval	sderouss	07/09/2012 16:18:44 PM
DoIT Approval	ismolya1	07/10/2012 08:23:15 AM
Budget Analyst Approval	nhovden	07/10/2012 08:26:53 AM
BOE Agenda Approval	nhovden	07/10/2012 08:27:00 AM
BOE Final Approval	Pending	



Brian Sandoval
Governor

Barbara Smith Campbell
Chairwoman

Jon M. Hager
Executive Director

Silver State Health Insurance Exchange

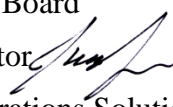
808 W. Nye Lane, Suite 204, Carson City, NV 89703 • T: 775-687-9939 F: 775-687-9932
exchange.nv.gov

Memorandum

DATE: July 9, 2012

TO: The Board of Examiners
Governor Brian Sandoval
Secretary of State Ross Miller
Attorney General Catherine Cortez Masto

CC: Jeff Mohlenkamp, Clerk of the Board

FROM: Jon M. Hager, Executive Director 

SUBJECT: Xerox-Exchange Business Operations Solution (BOS) Contract (RFP #2023)

PURPOSE

The purpose of this memo is to provide information regarding the funding and termination clauses of the Xerox-Exchange Business Operations Solution (BOS) Contract (RFP #2023) included in the July 13, 2012 Board of Examiners Agenda.

BACKGROUND

The Affordable Care Act requires each state implement a state based exchange to be operational no later than October 1, 2013. Any state that fails to meet that deadline will default to either a state partnership exchange or federally facilitated exchange. The Centers for Medicare and Medicaid Services has indicated states that default to a partnership or federally facilitated exchange will pay fees to the federal government for operation of the exchange in an amount yet to be determined.

To implement the state based exchange, the Silver State Health Insurance Exchange released RFP #2023 for its Business Operations Solution (BOS). The BOS provides the end to end business functions of the Exchange including a web portal, premium aggregator, Small Business Health Options Program (SHOP) Exchange, transfer and aggregation of premiums and other financial functions and a call center. The RFP committee selected Xerox Health Care Solutions, LLC as the winning vendor.

Federal funding for the implementation and first year of operations through December 2014 has been requested but not yet been awarded. The Exchange has sufficient funding in its current grant awards and budget to fund the contract until the additional request is granted. Policy decisions regarding Exchange revenues after 2014 have not been determined and may not be made until the completion of the upcoming legislative session. This has caused concern regarding the risk to the state in entering a contract prior to the award of funds.

TERMINATION CLAUSES

The BOS contract has a number of termination clauses to mitigate the risk to the state should funding or spending authority be denied:

- Termination Without Cause - 365 days termination notice for full or partial termination.
- Frustration of Purpose - 60 days termination notice if changes occur in laws, regulations or mandates that make all or a part of the project unnecessary or that materially diminish the utility of the project to the State, and State and Contractor cannot come to an agreement on a change order.
- Defunding Clause - Immediate termination if for any reason the contracting Agency's funding from State and/or federal sources are not appropriated or are withdrawn, limited, or impaired.

The Exchange has applied for a grant through the Affordable Care Act to fund the Exchange and the BOS contract through December 31, 2014. Notice of Award is expected on or about August 15, 2012. In the unlikely event the Exchange does not receive this award or the Interim Finance Committee were to disallow the additional authority to accept and spend the grant funds, the Defunding Clause would apply, all work would immediately stop and the state would not be obligated to pay any expenses of the contract.

The Exchange is required to be self-sustaining after 2014. The policy decision regarding the potential funding source after 2014 has not yet been determined.

FUNDING

Through December 31, 2014, funding for the BOS contract is mainly through Federal Funds (99.16%: 0.21% CHIP; 3.95% Medicaid; 95.00% Affordable Care Act). The remaining 0.84% of funding is a State General Fund match.

After 2014, the Exchange is required to be self-sustaining; no Affordable Care Act funds will be used to fund the Exchange. The method of funding has not yet been determined. After 2014, based on Federal Cost Allocation requirements, Federal Funds will pay for 3.73% of the project (0.21% CHIP; 3.53% Medicaid); the State General Fund match is 1.27%; the remaining 95.00% will be through revenues yet to be determined.

The table on the following page provides the percentage paid by each revenue source through 2014, after 2014, and for the total duration of the contract.

Funding Source	Through 2014	After 2014	Cumulative
Funding Requirements	\$33,203,299	\$38,760,000	\$71,963,299
Title XIX - Medicaid	3.95%	3.53%	3.72%
Title XXI - CHIP	0.21%	0.21%	0.21%
ACA 1311 Funding	<u>95.00%</u>	<u>0.00%</u>	<u>43.83%</u>
Total Federal Funding	99.16%	3.73%	47.76%
State General Fund	0.84%	1.27%	1.07%
Exchange Revenue TBD	<u>0.00%</u>	<u>95.00%</u>	<u>51.17%</u>
Total Contract	100.00%	100.00%	100.00%

Of the contract maximum of \$71,963,229, 72.17% of the costs are variable per member per month costs paid on or after January 2014. Because this pricing is based on a per member per month basis, the vendor assumes the risk if actual enrollment is less than estimated enrollment.

CONCLUSION

Even without defunding or loss of spending authority, the state may, at any time, terminate the contract without cause with 365 days’ notice. Should the state decide to terminate the contract without cause on or before December 31, 2013, with a termination date on or before December 31, 2014, the risk to the state is capped at the 0.84% General Fund match.

The Exchange recognizes that funding at various stages of this project are not guaranteed. However, the termination clauses provided in the contract shield the state from the risk associated with the loss of funding or spending authorization. Furthermore, the vendor is aware of these potential issues and is willing to accept those risks.

While it is tempting to delay a decision regarding this contract, **any delay** would seriously damage the implementation timeline and **would likely result in significant increases in cost, failure to meet the October 1, 2013 deadline and federal intervention.** The increases in future costs would be caused by requirements to pay fees to the federal government for the use of the federal exchange, delayed implementation expenses that may not be paid by Affordable Care Act funds and increases in costs for other state contracts.

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: **13525**

Agency Name: LICENSING BOARDS & COMMISSIONS	Legal Entity Name: GL Suite, LLC
Agency Code: BDC	Contractor Name: GL Suite, LLC
Appropriation Unit: B003 - All Categories	Address: P.O. Box 591
Is budget authority available?: Yes	City/State/Zip: Bend, OR 97709
If "No" please explain: Not Applicable	Contact/Phone: null541-312-3662
	Vendor No.:
	NV Business ID: NV20101523765

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Licensing Fees
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: **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2013**

Contract term: **1 year and 183 days**

4. Type of contract: **Contract**

Contract description: **Licensing Database**

5. Purpose of contract:

This is a new contract to provide web-based licensing and regulatory software program and database, including technical support and maintenance for the Board of Examiners for Audiology and Speech Pathology licensing records.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,325.00**

Other basis for payment: **Upon invoice for each completed and accepted deliverable.**

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 637B.240 provides the board's authority to defray the necessary expenses of the board through collection of fees. The implementation of a licensing and database system is determined a necessary expense to protect the safety and welfare of the public.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The board does not have it's own employees.

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?

The vendor was the only responsive proposer and provides similar services to other Nevada regulatory boards, and is verified as providing satisfactory services.

d. Last bid date: 04/24/2012 Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. 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

12. 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 currently provides like services to the following Nevada Boards, services have been verified as satisfactory: Nevada State Fire Marshal; Nevada State Board of Accountancy; Nevada State Board of Chiropractic Physicians; Nevada State Board of Dental Examiners; Nevada State Board of Massage Therapists; Nevada State Board of Occupational Therapy; Nevada Private Investigators Licensing Board; Nevada State Board of Veterinary Medical Examiners

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:
LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	b0310000	06/04/2012 14:14:14 PM
Division Approval	b0310000	06/04/2012 14:14:19 PM
Department Approval	b0310000	06/04/2012 14:14:24 PM
Contract Manager Approval	b0310000	06/04/2012 14:14:33 PM
DoIT Approval	lmuelle1	06/06/2012 07:30:32 AM
Budget Analyst Approval	kkolbe	06/14/2012 10:03:35 AM
BOE Agenda Approval	cwatson	06/15/2012 08:19:37 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: **12942** Amendment Number: **1**
 Agency Name: **LICENSING BOARDS & COMMISSIONS** Legal Entity Name: **Lorylynn Ltd.**
 Agency Code: **BDC** Contractor Name: **Lorylynn Ltd.**
 Appropriation Unit: **B003 - All Categories** Address: **1150 Silver Crest Circle**
 Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89523**
 If "No" please explain: **Not Applicable** Contact/Phone: **Loretta L. Ponton 775-829-7375**
 Vendor No.:
 NV Business ID: **NV20061202027**

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

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 % Licensing Fees
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 **01/01/2012**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2015**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Exec. Director Svs**

5. Purpose of contract:

This is the first amendment to the original contract to provide Executive Director services. This amendment increases the contract amount from \$24,900 to \$172,295 to fund the contract services through the original term ending date of December 31, 2015 due to the continued need for these services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$24,900.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$147,395.00
4. New maximum contract amount:	\$172,295.00

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 637.150 and NAC 637B.015 provides the Board's authority to appoint an administrator and establish the salary.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Board must obtain its own staffing; there are no employees of the Board.

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?

Vendor has extensive experience in providing similar services and received the highest evaluation score.

d. Last bid date: 12/02/2011 Anticipated re-bid date: 10/01/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

Lorylynn Ltd. currently holds a contract with the Board of Occupational Therapy. Services have been verified as satisfactory.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	b0310000	05/22/2012 14:43:31 PM
Division Approval	b0310000	05/22/2012 14:43:42 PM
Department Approval	b0310000	05/22/2012 14:43:52 PM
Contract Manager Approval	b0310000	05/22/2012 14:46:22 PM
Budget Analyst Approval	kkolbe	05/31/2012 11:01:12 AM
BOE Agenda Approval	sbrown	06/12/2012 13:04:32 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: **13524**

Agency Name: MASTER SERVICE AGREEMENTS	Legal Entity Name: Chapman Financial Services of Washington, Inc.
Agency Code: MSA	Contractor Name: Chapman Financial Services of Washington, Inc.
Appropriation Unit: 9999 - All Categories	Address: 424 N. Argonne Road
Is budget authority available?: Yes	City/State/Zip: Spokane, WA 98921
If "No" please explain: Not Applicable	Contact/Phone: Gail Smith 5099224334
	Vendor No.:
	NV Business ID: NV20101836970

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

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 % Various

Agency Reference #: RFQ 2026

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/31/2016**

Contract term: **4 years and 31 days**

4. Type of contract: **MSA**

Contract description: **Debt Collections**

5. Purpose of contract:

This is a new contract which provides debt collection services to state agencies and political subdivisions (with permission from the State Controller's Office).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,000,000.00**

Other basis for payment: Payments will be made in accordance with the fee structure stated in the contractor's Cost Proposal, dated 04/12/12.

II. JUSTIFICATION

7. What conditions require that this work be done?

Chapter 353C of Nevada Revised Statutes authorizes the collection of debts owed to state agencies. The State may contract with a private debt collector for the assignment of the collection of a debt owing a State agency pursuant to NRS 353C.200.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State has neither the resources, nor the expertise to collect the amount of debt that is expected to be collected under this contract.

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?

This vendor, along with five other vendors, was selected by an evaluation committee through a competitive selection process.

d. Last bid date: 03/15/2012 Anticipated re-bid date: 11/15/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ldeloach	06/05/2012 08:01:02 AM
Division Approval	ldeloach	06/05/2012 08:01:06 AM
Department Approval	ktarter	06/05/2012 09:24:09 AM
Contract Manager Approval	cjanes	06/06/2012 14:18:17 PM
Budget Analyst Approval	csawaya	06/07/2012 15:05:10 PM
BOE Agenda Approval	sbrown	06/08/2012 16:05:26 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 CONTRACT1. Contract Number: **13526**

Agency Name: MASTER SERVICE AGREEMENTS	Legal Entity Name: Collecto, Inc. DBA EOS CCA
Agency Code: MSA	Contractor Name: Collecto, Inc. DBA EOS CCA
Appropriation Unit: 9999 - All Categories	Address: 700 Longwater Drive
Is budget authority available?: Yes	City/State/Zip: Norwell, MA 02061
If "No" please explain: Not Applicable	Contact/Phone: Paul E. Leary, Jr. 8008869177
	Vendor No.:
	NV Business ID: NV20051758666
To what State Fiscal Year(s) will the contract be charged?	2013-2017

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 % Various

Agency Reference #: **RFQ 2026**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **07/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **07/31/2016**Contract term: **4 years and 31 days**4. Type of contract: **MSA**Contract description: **Debt Collections**

5. Purpose of contract:

This is a new contract which provides debt collection services to state agencies and political subdivisions (with permission from the State Controller's Office).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,000,000.00**

Other basis for payment: Payments will be made in accordance with the fee structure stated in the contractor's Cost Proposal, dated 04/12/12.

II. JUSTIFICATION

7. What conditions require that this work be done?

Chapter 353C of Nevada Revised Statutes authorizes the collection of debts owed to state agencies. The State may contract with a private debt collector for the assignment of the collection of a debt owing a State agency pursuant to NRS 353C.200.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State has neither the resources, nor the expertise to collect the amount of debt that is expected to be collected under this contract.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?

This vendor, along with five other vendors, was selected by an evaluation committee through a competitive selection process.

d. Last bid date: 03/15/2012 Anticipated re-bid date: 11/15/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ldeloach	06/05/2012 08:01:50 AM
Division Approval	ldeloach	06/05/2012 08:01:54 AM
Department Approval	ktarter	06/05/2012 09:36:07 AM
Contract Manager Approval	cjanes	06/06/2012 14:19:59 PM
Budget Analyst Approval	csawaya	06/07/2012 14:54:04 PM
BOE Agenda Approval	sbrown	06/12/2012 07:26:46 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: **13533**

Agency Name: MASTER SERVICE AGREEMENTS	Legal Entity Name: Harris & Harris, LTD
Agency Code: MSA	Contractor Name: Harris & Harris, LTD
Appropriation Unit: 9999 - All Categories	Address: 222 Merchandise Mart Plaza Suite 1900
Is budget authority available?: Yes	City/State/Zip: Chicago, IL 60654
If "No" please explain: Not Applicable	Contact/Phone: Brent Brown 3124237805
	Vendor No.:
	NV Business ID: NV20081674914
To what State Fiscal Year(s) will the contract be charged?	2013-2017

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 % Various

Agency Reference #: **RFQ 2026**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **07/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/31/2016**

Contract term: **4 years and 31 days**

4. Type of contract: **MSA**

Contract description: **Debt Collections**

5. Purpose of contract:

This is a new contract which provides debt collection services to state agencies and political subdivisions (with permission from the State Controller's Office).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,000,000.00**

Other basis for payment: Payments will be made in accordance with the fee structure stated in Attachment DD of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Chapter 353C of Nevada Revised Statutes authorizes the collection of debts owed to state agencies. The State may contract with a private debt collector for the assignment of the collection of a debt owing a State agency pursuant to NRS 353C.200.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State has neither the resources, nor the expertise to collect the amount of debt that is expected to be collected under this contract.

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?

This vendor, along with five other vendors, was selected by an evaluation committee through a competitive selection process.

d. Last bid date: 03/15/2012 Anticipated re-bid date: 11/15/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ldeloach	06/06/2012 11:35:44 AM
Division Approval	ldeloach	06/06/2012 11:35:47 AM
Department Approval	ktarter	06/06/2012 12:09:01 PM
Contract Manager Approval	cjanes	06/06/2012 14:20:37 PM
Budget Analyst Approval	csawaya	06/07/2012 15:02:12 PM
BOE Agenda Approval	sbrown	06/11/2012 12:50:50 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: **13528**

Agency Name: MASTER SERVICE AGREEMENTS	Legal Entity Name: Linebarger Goggan Blair & Sampson, LLP
Agency Code: MSA	Contractor Name: Linebarger Goggan Blair & Sampson, LLP
Appropriation Unit: 9999 - All Categories	Address: 100 Throckmorton, Suite 300
Is budget authority available?: Yes	City/State/Zip: Fort Worth, TX 76102
If "No" please explain: Not Applicable	Contact/Phone: Barbara Williams 8178774589
	Vendor No.:
	NV Business ID: NV20061774427

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

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 % Various

Agency Reference #: RFQ 2026

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/31/2016**

Contract term: **4 years and 31 days**

4. Type of contract: **MSA**

Contract description: **Debt Collections**

5. Purpose of contract:

This is a new contract which provides debt collection services to state agencies and political subdivisions (with permission from the State Controller's Office).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,000,000.00**

Other basis for payment: Payments will be made in accordance with the fee structure stated in the contractor's Cost Proposal and answers to clarifying questions located in Attachment DD of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Chapter 353C of Nevada Revised Statutes authorizes the collection of debts owed to state agencies. The State may contract with a private debt collector for the assignment of the collection of a debt owing a State agency pursuant to NRS 353C.200.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State has neither the resources, nor the expertise to collect the amount of debt that is expected to be collected under this contract.

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?

This vendor, along with five other vendors, was selected by an evaluation committee through a competitive selection process.

d. Last bid date: 03/15/2012 Anticipated re-bid date: 11/15/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. 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

12. 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:

Nevada Controller's Office (September 2008 - ongoing, contract ends August 2012). The Controller's Office was satisfied with the contractor's service.

13. 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

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLP

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ldeloach	06/05/2012 13:12:50 PM
Division Approval	ldeloach	06/05/2012 13:12:52 PM
Department Approval	ldeloach	06/06/2012 14:47:16 PM
Contract Manager Approval	cjanes	06/07/2012 14:30:51 PM
Budget Analyst Approval	csawaya	06/07/2012 14:48:57 PM
BOE Agenda Approval	sbrown	06/12/2012 07:38:17 AM
BOE Final Approval	Pending	