

POST

*** NOTICE OF PUBLIC MEETING ***

BOARD OF EXAMINERS

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

VIDEOCONFERENCE: Grant Sawyer State Office Building
555 E. Washington Avenue, Ste. 5100
Las Vegas, Nevada 89101

DATE AND TIME: August 12, 2014 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 12, 2014 BOARD OF EXAMINERS’ MEETING MINUTES
- *3. FOR POSSIBLE ACTION – APPROVAL OF THE JULY 8, 2014 BOARD OF EXAMINERS’ MEETING MINUTES
- *4. FOR POSSIBLE ACTION – SALARY ADJUSTMENTS

Distribution of Salary Adjustments to Departments, Commissions and Agencies, pursuant to Assembly Bill 511, Sections 6, 7, and 8 of the 2013 Legislative Session.

The 2013 Legislature appropriated funds from the State General Fund and State Highway Fund for the purpose of meeting any deficiencies which may be created between the appropriated money of the respective departments, commissions, and agencies of the State of Nevada, as fixed by the 2013 Session of the Nevada Legislature, and the actual salary of each state employee.

Pursuant to this legislation, the following amounts from the State General Fund and State Highway Fund are recommended:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND	HIGHWAY FUND
1036	Attorney General's Office – Crime Prevention	\$2,321	
	Total	\$2,321	

***5. FOR POSSIBLE ACTION – STATE VEHICLE PURCHASES**

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Administration – Fleet Services Division	34	\$892,829
Department of Agriculture – Consumer Equitability	3	\$90,036
Total	37	\$982,865

***6. FOR POSSIBLE ACTION – INTERNAL TRAVEL POLICY**

A. Department of Conservation and Natural Resources – Division of State Parks

Pursuant to NRS 286.160, and SAM 208, the Division of State Parks requests approval to revise the agency's internal travel policy by revising its Travel Claim and Per Diem policy for Peace Officers' Standards and Training (POST) academy cadets. The proposed revision would include language to adjust the per diem rate to fifty percent of the state rate in response to changes in the POST academy structure and duration.

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

A. Department of Employment, Training and Rehabilitation

Pursuant to NRS 333.705, the Department of Employment, Training and Rehabilitation requests authority to contract with Preston Bass Interpreting Services, LLC who uses the services of one Nevada System of Higher Education employee. This employee is the owner of Preston Bass Interpreting Services and provides sign language interpreting services, answers phones, and schedules interpreting services.

B. Department of Business and Industry – Taxicab Authority

Pursuant to NRS 333.705, the Department of Business & Industry, Taxicab Authority requests authority to contract with a former state employee, to serve as the Hearing Officer for the Taxicab Authority Administrative Court. The Taxicab Authority has contracted with this former state employee since April 16, 2014 and the contract continues through December 31, 2014.

C. Department of Conservation and Natural Resources – Director’s Office

Pursuant to NRS 333.705, the Department of Conservation and Natural Resources requests authority to contract with a former state employee via Manpower Temporary Services, to train the department’s new Administrative Services Officer IV in all functions relating to the department’s Q1 Bond program.

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

A. Department of Agriculture - \$48,000

Pursuant to NRS 353.268, the Department of Agriculture, Predatory Animal/Rodent Control requests an allocation of \$48,000 from the Interim Finance Contingency Fund to fund a General Fund shortfall in SFY 2014.

B. Department of Corrections – Prison Medical Care - \$1,030,397

Pursuant to NRS 353.268 the Department of Corrections requests an allocation of \$1,030,397 from the Interim Finance Contingency Fund to fund a projected shortfall in the Prison Medical Care budget to cover obligations through the end of the fiscal year. This request relates to work program #C30240.

C. Governor’s Office of Economic Development - \$1,248,000

Pursuant to NRS 353.268, the Governor’s Office of Economic Development (GOED) is requesting an allocation of \$1,248,000 of the \$4,000,000 appropriation to the Interim Finance Committee’s Contingency Fund for the Unmanned Aerial Vehicle (UAV) Program. The funds will be used for continued operations of the Programmatic Management Office (PMO) to oversee the operations of test sites in Nevada and continued UAV test site developments.

D. Department of Administration – Board of Examiners – Statutory Contingency Account – \$500,000

Pursuant to NRS 353.268, the Department of Administration is requesting a \$500,000 allocation from the Interim Finance Committee Contingency fund to replenish the Reserve for Statutory Contingency Account.

***9. FOR POSSIBLE ACTION – AUTHORIZATION TO APPROVE A PROVIDER AGREEMENT**

A. Department of Employment, Training and Rehabilitation – Rehabilitation Division

The Rehabilitation Division is requesting Board of Examiners' approval to modify the existing services provider agreement for the Vocational Rehabilitation and Bureau of Disability Adjudication programs.

B. Department of Health and Human Service – Aging and Disability Services Division

The Aging and Disability Services Division is requesting Board of Examiners' approval of the following provider agreement forms to enable them to enter into an agreement with providers to provide services for individuals with intellectual disabilities and related conditions:

- A. Behavioral Consultation, Training and Intervention Services
- B. Residential Services
- C. Jobs and Day Training Services

***10. 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 (NDOT) – Administration – \$62,500

The department requests settlement approval in the amount of \$62,500 to resolve an inverse condemnation action brought by 54 B LLC, a Nevada limited liability company, against NDOT, Clark County and the Clark County Regional Flood Control District. The inverse case arises from the construction of the Lower Blue Diamond Detention Basin and its related improvements, including and the flood control channel in conjunction with the widening of SR160. The landowner claims that the government used its property to construct the flood control channel without paying just compensation.

***11. FOR POSSIBLE ACTION – LEASES**

BOE #	LESSEE		LESSOR		AMOUNT
1.	Department of Public Safety – Nevada Highway Patrol		AS&D Enterprise		\$25,452
	Lease Description:	This is an extension of an existing lease to house the Nevada Highway Patrol.			
		Term of Lease:	09/01/2014 – 08/31/2017	Located in Battle Mountain	
2.	Department of Public Safety – Nevada Highway Patrol		City of Las Vegas		\$92,160
	Lease Description:	This is a relocation of an existing lease to house the Nevada Highway Patrol, Indian Springs sub-station.			
		Term of Lease:	09/01/2014 – 08/31/2018	Located in Las Vegas	

***12. FOR POSSIBLE ACTION – CONTRACTS**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	011	RENEWABLE ENERGY FUND	DEPT OF BUSINESS & INDUSTRY	OTHER: RENEWABLE ENERGY FUNDS	\$600,000	
	Contract Description:	This is a new interlocal agreement to provide an expanded energy efficiency program for senior citizens in partnership with the Department of Business and Industry. The Governor's Office of Energy (GOE) administers a fund (701a.450) and must use the funds to offset the cost or use of electricity. This agreement will expand the Nevada Division of Housing's existing weatherization program for senior citizens by providing additional funds over and above their existing limited grants. This contract would allow GOE to use the funds for an allowable purpose while also assisting Nevada's senior citizen population with energy costs and quality of life.				
	Term of Contract:	09/01/2014 - 08/31/2015	Contract # 15939			
2.	030	ATTORNEY GENERAL'S OFFICE - ADMINISTRATIVE FUND	GORDON & SILVER LTD DBA GORDON SILVER	OTHER: STATUTORY CONTINGENCY FUND	\$400,000	PROFESSIONAL SERVICE
	Contract Description:	This is the second amendment to the original contract, which provides legal representation for a lawsuit filed against the College Savings Plans. This amendment extends the termination date from October 21, 2014, to December 31, 2014 and increases the maximum amount from \$557,500 to \$957,500 due to continued services.				
	Term of Contract:	03/01/2012 - 12/31/2014	Contract # 13200			
3.	030	ATTORNEY GENERAL'S OFFICE - CONSUMER ADVOCATE	JBS ENERGY, INC.	OTHER: REGULATORY ASSESSMENTS	\$175,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide ongoing professional services as an expert witness and provide full litigation support to the Bureau of Consumer Protection on electric and gas cost of service rate design and issues with mixed rate design and revenue requirement implications such as jurisdictional allocations, the cost basis for tariffed charges, weather normalization, ratemaking policy regarding decoupling sales and revenues, and policy and quantification of line extension allowances.				
	Term of Contract:	Upon Approval - 08/17/2018	Contract # 15872			
4.	030	ATTORNEY GENERAL'S OFFICE - CONSUMER ADVOCATE	LAW OFFICES OF PAUL B MOHLER PLC	OTHER: REGULATORY ASSESSMENTS	\$350,000	
	Contract Description:	This is a new contract to provide litigation support and assistance to the Bureau of Consumer Protection (the BCP) on filings and other proceedings made by Nevada utilities before the Federal Energy Regulatory Commission (FERC) or any other court, regulatory body, board, commission, or agency having jurisdiction, as well as, precedent over FERC on electric issues that may impact Nevada utilities or rate payers for whom the BCP has a statutory requirement to represent.				
	Term of Contract:	Upon Approval - 08/15/2018	Contract # 15832			
5.	030	ATTORNEY GENERAL'S OFFICE - TORT CLAIM FUND	CLARK COUNTY	OTHER: TORT CLAIM FUNDS	\$195,000	EXEMPT
	Contract Description:	This is a new interlocal contract to provide reimbursement of legal expenses on the Monica Contreras v 8th Judicial District Court case.				
	Term of Contract:	06/11/2013 - 09/30/2014	Contract # 15820			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
6.	050	TREASURER'S OFFICE - BOND INTEREST & REDEMPTION	NIXON PEABODY LLP	BONDS	\$2,500,000	
	Contract Description:	This is a new contract to provide bond counsel and/or disclosure counsel services for the issuance of State securities. The State uses separate law firms to act as bond counsel and disclosure counsel for each issuance of bonds/notes or other securities of the State. The State selected a pool of legal firms to provide bond and disclosure counsel services. Nixon Peabody, LLP is one of the firms selected. The firms selected as bond and/or disclosure counsel are not guaranteed to be used as counsel on any specific State debt issuance; therefore the state does not guarantee any firm a minimum amount of work or compensation. Compensation for securities issuance work, other than special projects, is dependent upon the successful closing of an issuance.				
	Term of Contract:	Upon Approval - 06/30/2018	Contract # 15863			
7.	054	TREASURER'S OFFICE - UNCLAIMED PROPERTY	XEROX STATE & LOCAL SOLUTIONS, INC.	OTHER: ABANDONED PROPERTY FUNDS	\$7,000,000	
	Contract Description:	This is a new contract to provide unclaimed property audits and provide compliance services for the Office of the State Treasurer, Unclaimed Property Division.				
	Term of Contract:	07/01/2014 - 06/30/2018	Contract # 15779			
8.	054	TREASURER'S OFFICE - UNCLAIMED PROPERTY	XEROX STATE & LOCAL SOLUTIONS, INC.	OTHER: ABANDONED PROPERTY RECEIPTS	\$800,000	
	Contract Description:	This is a new contract to provide securities custodian services for the Office of the State Treasurer, Unclaimed Property Division.				
	Term of Contract:	09/01/2014 - 08/31/2018	Contract # 15324			
9.	082	DEPARTMENT OF ADMINISTRATION STATE PUBLIC WORKS DIVISION BUILDINGS AND GROUNDS	FAAD JANITORIAL, INC.	FEE: BUILDING RENT INCOME FEES	\$84,160	
	Contract Description:	This is a new contract, to provide ongoing janitorial service for Nevada Early Intervention Services located at 2667 Enterprise Drive, Reno, Nevada.				
	Term of Contract:	08/01/2014 - 07/31/2018	Contract # 15879			
10.	082	DEPARTMENT OF ADMINISTRATION STATE PUBLIC WORKS DIVISION BUILDINGS AND GROUNDS	HANER, KEVIN DBA HANER CONSTRUCTION	FEE: BUILDING RENT INCOME FEES	\$90,000	
	Contract Description:	This is a new contract to provide general contracting services on an as needed basis to various state facilities in the Las Vegas area.				
	Term of Contract:	Upon Approval - 08/11/2018	Contract # 15821			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
11.	082	DEPARTMENT OF ADMINISTRATION STATE PUBLIC WORKS DIVISION UNIV 05 CIP PROJ - CCSN-NON-EXEC	CARPENTER SELLERS ASSOC DBA CARPENTER SELLERS ARCHITECTS	OTHER: 13% UNIV SYS RCPT, 10% TRANS FROM CAP PROJ FND, 55% TRANS FROM TREAS, 22% TRANS - PUB WORKS	\$34,465	PROFESSIONAL SERVICE
	Contract Description:	This is the third amendment to the original contract, which provides professional architectural/engineering services for the University of Las Vegas Hotel College Academic Building; Project No. 13-P05; Contract No. 92114. This amendment increases the maximum amount from \$2,838,108 to \$2,872,573 to provide additional services for program changes from the using agency that required the architect to revise the plans and maintain the current schematic design schedule. The amendment also revises section 10.4.1 to omit the furniture, fixtures and equipment as being part of the construction cost.				
	Term of Contract:	02/04/2014 - 06/30/2017	Contract # 15263			
12.	082	STATE PUBLIC WORKS DIVISION - MILITARY 2005 CIP - VET HOME-NON-EXEC	CURTAIN WALL DESIGN & CONSULTING, INC.	BONDS 96% OTHER: TRANSFER FROM TREASURER - BONDS 4%	\$49,830	PROFESSIONAL SERVICE
	Contract Description:	This is the first amendment to the original contract, which provides professional architectural/engineering services for the roof replacement at the Southern Nevada Veterans Home, Project No. 13-M56; Contract No. 88215. This amendment increases the maximum amount from \$45,800 to \$95,630 to design and develop a scope of work and drawings to replace the metal roofing system along with the installation of a new roofing system and meet with the Veterans Home and Public Works Division during the design and construction phases. The endorsement also provides for an additional seven days of roof observation during construction. The additional scope of work is based on the final selection of alternative design solutions provided in the first phase of this contract.				
	Term of Contract:	12/02/2013 - 06/30/2017	Contract # 15174			
13.	102	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	KPS 3, INC.	GENERAL	\$300,000	
	Contract Description:	This is a new contract to provide full-service marketing agencies to market Nevada and the Governor's Office of Economic Development to local, national and international decision-makers.				
	Term of Contract:	08/13/2014 - 08/31/2016	Contract # 15825			
14.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - COMPUTER FACILITY	DELL FINANCIAL SERVICES, LLC	FEE: COMPUTER FACILITY FEES	\$1,933,256	SOLE SOURCE
	Contract Description:	This is the first amendment to the original lease, which provides for information technology (IT) equipment via upgrade and/or replacement, thereby allowing Enterprise IT Services (EITS) to provide essential IT services and data storage to the various state agencies served by EITS. This amendment increases the maximum amount from \$968,496.51 to \$2,901,752.54 and extends the expiration date of the contract from July 31, 2017 to November 30, 2017 to provide for additional equipment and service requirements.				
	Term of Contract:	08/01/2013 - 03/31/2018	Contract # 15133			

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15.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - NETWORK TRANSPORT SERVICES	NYE COUNTY SHERIFF	OTHER: REVENUE CONTRACT	\$112,561	
	Contract Description:	This is a new revenue contract to provide for 13 rack spaces for public safety communications at Brock Mtn. in Nye County (4 racks), Montezuma Peak in Esmeralda County (4 racks), Warm Springs in Nye County (4 racks) and Sober Peak in Nye County (1 rack).				
	Term of Contract:	09/01/2014 - 06/30/2018	Contract # 15867			
16.	300	DEPARTMENT OF EDUCATION - STATE PROGRAMS	LEITNER, DAVID DBA PACIFIC RESEARCH ASSOCIATES	GENERAL	\$91,500	SOLE SOURCE
	Contract Description:	This is a new contract to develop and implement data collection procedures and prepare evaluations of Nevada's Early Childhood Education program.				
	Term of Contract:	Upon Approval - 12/30/2015	Contract # 15899			
17.	300	DEPARTMENT OF EDUCATION - CAREER AND TECHNICAL EDUCATION	CAREER AND TECHNICAL EDUCATION CONSORTIUM OF STATES, INC.	GENERAL 75% FEDERAL 25%	\$256,800	SOLE SOURCE
	Contract Description:	This is the second amendment to the original contract, which provides analysis, review and development services to fully implement Nevada's state system of student career and technical skill standards and assessments; and develop and pilot assessments for each of the sets of validated state standards. This amendment increases the maximum amount from \$200,000 to \$456,800 to include the development of 13 additional assessments.				
	Term of Contract:	08/13/2013 - 06/30/2015	Contract # 14665			
18.	300	DEPARTMENT OF EDUCATION - DISCRETIONARY GRANTS - RESTRICTED	21ST CENTURY STUDENT SUPPORT SERVICES	FEDERAL	\$79,995	
	Contract Description:	This is the second amendment to the original contract, which provides technical assistance and training to local school districts and community based organizations when entering data into a program to produce information that is required under federal funding regulations. This amendment extends the termination date from August 13, 2014 to September 30, 2015 and increases the maximum amount from \$151,470 to \$231,465 due to the need for updates to the data system to ensure data collection consistency across programs and includes yearly sustainability and marketing documents.				
	Term of Contract:	08/14/2012 - 09/30/2015	Contract # 13637			
19.	300	DEPARTMENT OF EDUCATION - INDIVIDUALS WITH DISABILITIES ACT (IDEA)	LAS VEGAS CLARK COUNTY URBAN LEAGUE CCA	FEDERAL	\$665,700	
	Contract Description:	This is a new contract to provide fiscal intermediary services associated with the Nevada Child Care and Development program including the disbursement of child care provider payments and collaboration to assist low-income families, families receiving temporary public assistance and those transitioning from public assistance in obtaining child care.				
	Term of Contract:	Upon Approval - 12/31/2015	Contract # 15887			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
20.	332	DEPARTMENT OF ADMINISTRATION - LIBRARY AND ARCHIVES - NEVADA STATE LIBRARY-CLAN	LYON COUNTY	FEE: MEMBER FEES	\$270,150	
	Contract Description:	This is a new cooperative revenue agreement which continues to maintain a regional network of libraries (per NRS 379.147-379.150) known as Cooperative Libraries Automated Network (CLAN) through joint agreement for the improvement of library services and the sharing of resources.				
		Term of Contract:	07/01/2014 - 06/30/2019	Contract # 15818		
21.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - COMMUNITY BASED SERVICES	BOARD OF REGENTS-UNLV	GENERAL 34% OTHER: HEALTHY NEVADA FUNDS 66%	\$68,983	PROFESSIONAL SERVICE
	Contract Description:	This is the first amendment to the original interlocal agreement, which continues to provide psychological assessments and evaluations of clients referred through the Autism Treatment Assistance Program. This is a Post-Doctoral Fellowship at the University of Nevada, Las Vegas Center for Autism Spectrum Disorders (CASD). This amendment extends the termination date from August 31, 2014 to August 31, 2015 and increases the maximum amount from \$91,977.12 to \$160,959.96 due to the continued need for these services. This amendment also includes an updated Attachment A: CASD Scope of Work for Fiscal Year 2015.				
		Term of Contract:	12/03/2013 - 08/31/2015	Contract # 14873		
22.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - DESERT REGIONAL CENTER	MORRISON MANAGEMENT SPECIALIST	GENERAL 50.2% FEDERAL 49.8%	\$331,180	
	Contract Description:	This is a new contract that continues ongoing cost-effective, quality food management services for the Desert Regional Center.				
		Term of Contract:	08/13/2014 - 08/31/2016	Contract # 15851		
23.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	DIVISION OF PUBLIC AND BEHAVIORAL HEALTH	FEDERAL	\$804,596	
	Contract Description:	This is a new interlocal agreement to provide outpatient and inpatient mental health services including targeted case management to Medicaid recipients under Title XIX and Title XXI, in accordance with Medicaid Services Manual chapters 400 and 2500 and to reimburse the Division of Public and Behavioral Health for administrative services.				
		Term of Contract:	10/01/2013 - 09/30/2017	Contract # 15841		

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24.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	MYERS AND STAUFFER LC	GENERAL 50% FEDERAL 50%	\$159,992	
	Contract Description:	This is a new contract to provide third-party multi-site information security and Health Insurance Portability and Accountability Act of 1996 (HIPAA) risk assessments biennially as required by the HIPAA Security Rule and by its own established policies, standards, and procedures.				
	Term of Contract:	08/12/2014 - 06/30/2017	Contract # 15811			
25.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	MILLIMAN, INC.	GENERAL 50% FEDERAL 50%	\$960,000	
	Contract Description:	This is the second amendment to the original contract to develop an actuarially sound methodology for capitated rates to be paid to Medicaid managed care organizations pursuant to federal mandate 42 CFR 438.6. This amendment extends the termination date from December 31, 2014 to December 31, 2016 and increases the maximum amount from \$1,888,365 to 2,848,365 due to continued actuarial services.				
	Term of Contract:	12/14/2010 - 12/31/2016	Contract # 11723			
26.	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%	\$3,835,459	
	Contract Description:	This is a new interlocal agreement for the completion of the federally required Americans with Disabilities Act Complementary Paratransit Eligibility evaluations for Medicaid recipients traveling to and from medical appointments.				
	Term of Contract:	07/01/2014 - 06/30/2018	Contract # 15741			
27.	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%	\$86,618	
	Contract Description:	This is a new interlocal agreement for the completion of the federally required Americans with Disabilities Act Complementary Paratransit Eligibility evaluations for Medicaid recipients traveling to and from medical appointments.				
	Term of Contract:	07/01/2014 - 03/31/2017	Contract # 15752			

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28.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	WESTCARE NEVADA, INC.	OTHER: HEALTHY NEVADA FUNDS	\$568,568	
	Contract Description:	This is a new contract to provide home visitation services, environment review, recommendation and resource information, and training in daily living skills for adults diagnosed with mental illness and substance abuse and who also have a criminal history.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 15860		
29.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - BEHAVIORAL HEALTH ADMINISTRATION	PACIFIC INSTITUTE FOR RESEARCH & EVALUATION DBA PIRE	FEDERAL	\$1,322,094	
	Contract Description:	This is a new contract to provide an evaluator to work with the Division of Public and Behavioral Health (DPBH) Mental Health program and the Substance Abuse Prevention and Treatment Agency to ensure that collected data are synthesized, analyzed, reviewed and reported on a regular basis, and assessing Nevada's progress toward completing the evaluation requirements of the three following grants: Cooperative Agreement to Benefit Homeless Individuals grant, Safe Schools/Healthy Students grant, and Prevention Framework Partnerships for Success grant. The data will serve as a feedback mechanism for DPBH and providers to determine whether mid-course modifications to programming need to be made, including the identification and delivery of new strategies.				
		Term of Contract:	Upon Approval - 09/29/2018	Contract # 15826		
30.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - WIC FOOD SUPPLEMENT	OPEN DOMAIN, INC.	FEDERAL	\$538,400	PROFESSIONAL SERVICE
	Contract Description:	This is the first amendment to the original contract, which continues ongoing hosting of the Women, Infants and Children (WIC) application system at a centralized data facility. Hosting includes computer hardware in a three tier architecture, data backup, server redundancy, server operating systems maintenance, data communications to each WIC clinic, the state, and J. P. Morgan (the state's Electronic Benefit Transfer provider). This amendment extends the termination date from September 30, 2014 to September 30, 2017 and increases the maximum amount from \$390,525 to \$928,925 due to the continued need for these services.				
		Term of Contract:	04/01/2012 - 09/30/2017	Contract # 13018		

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31.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - CHRONIC DISEASE	CHILDRENS CABINET INC, THE	FEDERAL	\$98,000	
	Contract Description:	This is a new contract to promote the adoption of food service guidelines, and nutrition/physical activity standards to 200 early care and education settings by providing trainings and technical assistance to targeted areas in Elko, Carson City, Washoe County and Las Vegas.				
		Term of Contract:	07/08/2014 - 06/29/2016	Contract # 15747		
32.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - CHRONIC DISEASE	GREAT BASIN PRIMARY CARE	FEDERAL	\$60,000	
	Contract Description:	This is a new contract to continue ongoing oversight of the Quality and Technical Assistance Center (QTAC) for the Stanford model of Diabetes Self-Management Education (DSME) programs statewide. This contract administers the operation of QTAC in support of statewide activities to increase participation by individuals with diabetes in primarily the Stanford Model of DSME along with the American Diabetes Association recognized and American Association of Diabetes Educators accredited DSME programs.				
		Term of Contract:	07/01/2014 - 06/29/2015	Contract # 15890		
33.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - FACILITY FOR THE MENTAL OFFENDER	WASHOE COUNTY	OTHER: REVENUE	\$57,266	
	Contract Description:	This is the first amendment to the original revenue contract in which Lake's Crossing Center provides on-site mental health services to inmates at Washoe County Detention Center. This amendment increases the maximum amount from \$421,434 to \$478,700 due to an increase in mental health referrals.				
		Term of Contract:	07/01/2013 - 06/30/2015	Contract # 15163		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
34.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	CHASE GLOBAL SERVICES	GENERAL 4% FEDERAL 96%	\$230,680	
	Contract Description:	This is the first amendment to the original contract, which provides a Correspondence Management Solution related to the Medicaid program that will integrate all varieties of paper and electronic correspondence into a unified customizable solution to improve quality, reliability, accountability, and increase compliance with regulatory requirements. This amendment increases the maximum amount from \$2,161,009.90 to \$2,391,689.90 by revising the consideration language, revising Attachment AA - Deliverable Payment Schedule, and incorporating Change Order 1 Item 1, Change Order 1 Item 2, Change Order 1, Item 3, and Change Order 1 Item 4.				
	Term of Contract:	03/11/2014 - 06/30/2015	Contract # 15320			
35.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	CAROUSEL INDUSTRIES OF NORTH AMERICA INC.	GENERAL 10% FEDERAL 90%	\$678,680	
	Contract Description:	This is the first amendment to the original contract to provide system integration services, hardware, software, installation, ongoing maintenance and technical support for the replacement of the Integrated Voice Response Unit (IVRU) system. IVRU allows Division of Welfare and Supportive Services (DWSS) clients access to their public assistance or child support enforcement case information. This amendment is to provide services for the Contact Center expansion and merge as part of the transition to the Federal Supported State Based Market Place. Carousel will assist the DWSS with the implementation, configuration, and support for the recent hardware and software purchased. Phase 1 will expand the existing Contact Center at 628 Belrose and Phase 2 will move the Contact Center applications to 700 Belrose. This amendment increases the maximum amount of the contract from \$957,914.57 to \$1,636,594.40, revises the considerations language, and incorporates Attachment EE: Scope of Work.				
	Term of Contract:	11/12/2013 - 10/31/2016	Contract # 15033			
36.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD ASSISTANCE AND DEVELOPMENT	LAS VEGAS CLARK COUNTY URBAN	FEDERAL	(\$665,700)	
	Contract Description:	This is the first amendment to the original contract, which continues to provide fiscal intermediary services associated with the Nevada Child Care and Development Fund in Southern Nevada, including Clark and Nye Counties. These services include the disbursement of child care provider payments electronically and through printed checks. The Division of Welfare and Supportive Services collaborates with various private and non-profit agencies to assist low-income families, families receiving temporary public assistance and those transitioning from public assistance in obtaining child care so they can work or be involved in job search activities. This amendment revises the consideration language and decreases the maximum amount from \$36,675,531 to \$36,009,831, to remove the quality component from this contract in order to comply with Governor Sandoval's Executive Order 2013-16. Relates to Department of Education's contract number 15887.				
	Term of Contract:	Upon Approval - 12/31/2015	Contract # 15078			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
37.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD & ADOLESCENT SERVICES	MORRISON MANAGEMENT SPECIALISTS INC	GENERAL 40.9% OTHER: RENTAL INCOME 2.5% FEDERAL 56.6%	\$425,000	
		Contract Description: This is a new contract that continues ongoing breakfast, lunch, dinner, and snacks service to patients at Desert Willow Treatment Center.				
		Term of Contract:	08/13/2014 - 08/31/2015	Contract # 15862		
38.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	MCKEON DOOR OF NEVADA, INC.	GENERAL 10% FEDERAL 90%	\$100,000	
		Contract Description: This is the second amendment to the original contract, which is to provide and install coiling insulated service doors. This amendment increases the maximum amount from \$500,000 to \$600,000 to provide for additional door installation, repairs, and maintenance due to the need for continuing work at all National Guard Facilities statewide, and extends the length of the contract from December 31, 2014 to December 31, 2015.				
		Term of Contract:	12/15/2011 - 12/31/2015	Contract # 12812		
39.	550	DEPARTMENT OF AGRICULTURE - LIVESTOCK INSPECTION	EWELL EDUCATIONAL SERVICES INC	FEE: LIVESTOCK INSPECTION FEES	\$80,000	
		Contract Description: This is a new contract to develop and maintain a web-based automated Brand Inspection Certification program to be utilized by the department's Brand Inspectors for use in the field.				
		Term of Contract:	Upon Approval - 06/30/2018	Contract # 15360		
40.	550	DEPARTMENT OF AGRICULTURE - VETERINARY MEDICAL SERVICES	UNIVERSITY OF CALIFORNIA DAVIS	GENERAL	\$60,000	
		Contract Description: This is a new interlocal agreement for the University of California, Davis Animal Health and Food Safety Laboratory to provide analytic/diagnostic laboratory test services, as requested, to the department's Animal Disease Laboratory.				
		Term of Contract:	Upon Approval - 06/30/2018	Contract # 15827		
41.	704	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - PARKS - MAINTENANCE OF STATE PARKS- Non-Exec	H2O ENVIRONMENTAL, INC.	FEE: UTILITY SURCHARGE	\$74,997	
		Contract Description: This is a new contract to provide on-call services for septic tank pumping and sewer line cleaning services associated with various residence, comfort stations and other buildings at Valley of Fire State Park, Spring Mountain Ranch State Park and Big Bend of the Colorado State Recreation Area.				
		Term of Contract:	Upon Approval - 06/30/2017	Contract # 15891		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
42.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE - INSURANCE EXAMINERS	REDW CPAS, LLC	FEE: REIMBURSEMENT FROM EXAMINEES	\$600,000	
	Contract Description:	This is a new contract that provides ongoing statutory examinations of insurance company operations in the continental United States for financial, market/trade practices, assessments, expenses, taxes and fees on an on-call basis. Contract includes investigation, consultation and court presentation. All examinations will be conducted in accordance with National Association of Insurance Commissioners (NAIC) financial and market conduct examination guidelines as specified in the NAIC Examiners Handbook.				
	Term of Contract:	Upon Approval - 06/30/2018	Contract # 15840			
43.	742	DEPARTMENT OF BUSINESS AND INDUSTRY - INDUSTRIAL RELATIONS	CHARLES ZEH	OTHER: WORKERS' COMPENSATION & SAFETY FUND	\$700,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract that continues ongoing legal services to the Board for the Administration of the Subsequent Injury Account for Self-Insured Employers, the Board for Administration of Subsequent Injury Account for Associations of Self-Insured Public or Private Employers, and the Occupational Safety and Health Administration of the division.				
	Term of Contract:	07/01/2014 - 06/30/2019	Contract # 15915			
44.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	BOARD OF REGENTS-CSN	FEDERAL	\$381,043	EXEMPT
	Contract Description:	This is a new interlocal agreement that continues ongoing funding to the College of Southern Nevada Apprenticeship Programs, formerly funded by the Department of Education, now funded solely by the Department of Employment, Training, and Rehabilitation. These programs provide training to eligible participants in several occupations such as electrical and plumbing and funding is allocated toward each occupational program based on the number of students enrolled.				
	Term of Contract:	Upon Approval - 07/31/2015	Contract # 15844			
45.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	BOARD OF REGENTS-TMCC	FEDERAL	\$72,714	EXEMPT
	Contract Description:	This is a new interlocal agreement that continues ongoing funds to the Truckee Meadows Community College Apprenticeship Programs, formerly funded by the Department of Education, now funded solely by the Department of Employment, Training, and Rehabilitation. These programs provide training to eligible participants in several occupations such as carpentry, electrical, plumbing and funding is allocated toward each occupational program based on the number of students enrolled.				
	Term of Contract:	Upon Approval - 07/31/2015	Contract # 15813			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
46.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	THE WORKPLACE, INC.	FEDERAL	\$392,500	SOLE SOURCE
	Contract Description:	This is a new contract to provide the launching of the Platform 2 Employment Program in Nevada to address many issues faced by the long-term unemployed and those who have exhausted their unemployment benefits. The program will address job readiness through financial coaching, behavioral counseling and paid internships in both the Las Vegas and Reno metropolitan areas.				
	Term of Contract:	08/13/2014 - 06/30/2015	Contract # 15883			
47.	960	SILVER STATE HEALTH INSURANCE EXCHANGE - SILVER STATE HEALTH INSURANCE EXCHANGE ADMINISTRATION	KPS 3, INC.	FEDERAL	\$3,683,976	
	Contract Description:	This is the third amendment to the original contract, which provides marketing and outreach education about the Exchange to the State of Nevada. This amendment increases the maximum amount of the contract from \$7,350,000 to \$11,033,976 funded through a Level Two Establishment Grant.				
	Term of Contract:	01/08/2013 - 03/31/2015	Contract # 13950			
48.	960	SILVER STATE HEALTH INSURANCE EXCHANGE - SILVER STATE HEALTH INSURANCE EXCHANGE ADMINISTRATION	MILLIMAN, INC.	FEDERAL	\$4,898,761	
	Contract Description:	This is the first amendment to the original contract, which provides consulting and actuarial services related to Health Care Reform. This amendment extends the termination date from December 31, 2014 to December 31, 2016 and increases the maximum amount from \$500,000 to \$5,398,761 due to the continued need for these services.				
	Term of Contract:	11/13/2012 - 12/31/2016	Contract # 13849			

*13. 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	COLLINS TELECOMMUNICATIONS, LLC	OTHER: VARIOUS	\$300,000	
	Contract Description:	This is the second amendment to the original contract, which provides communications site parts and services statewide on an as needed basis. Services will include scheduled and unscheduled surveys, assessments, installations, replacements, maintenance and repairs to state-owned communications equipment, and infrastructure and fixtures. This amendment increases the maximum amount from \$350,000 to \$650,000 to cover anticipated needs for parts and services.				
	Term of Contract:	04/12/2011 - 04/12/2015		Contract # 11969		
MSA 2.	MSA	VARIOUS STATE AGENCIES	COMMSITE CORP	OTHER: VARIOUS	\$200,000	
	Contract Description:	This is the first amendment to the original contract, which provides communications site parts and services to include emergency and general maintenance statewide on an as needed basis. Services will include scheduled and unscheduled surveys, assessments, installations, replacements, maintenance and repairs of state-owned communication equipment, and infrastructure and fixtures. The equipment includes towers, antennas, transmission lines, AC/DC power systems, generator systems, fiber optics, two way radio systems and microwave systems. This amendment increases the maximum amount from \$300,000 to \$500,000, based on the usage of the contract to date and an estimate of the amount needed for the term of the contract.				
	Term of Contract:	04/12/2011 - 04/12/2015		Contract # 11972		
MSA 3.	MSA	VARIOUS STATE AGENCIES	NNE CONSTRUCTION, INC.	OTHER: VARIOUS	\$300,000	
	Contract Description:	This is the first amendment to the original contract, which provides communications site parts and services to include emergency and general maintenance statewide on an as needed basis. Services will include scheduled and unscheduled surveys, assessments, installations, replacements, maintenance and repairs of state-owned communication equipment, and infrastructure and fixtures. The equipment includes towers, antennas, transmission lines, AC/DC power systems, generator systems, fiber optics, two way radio systems and microwave systems. This amendment increases the maximum amount from \$200,000 to \$500,000 based on the usage of the contract to date and an estimate of the amount that will be needed for the term of the contract.				
	Term of Contract:	04/12/2011 - 04/12/2015		Contract # 11971		
MSA 4.	MSA	VARIOUS STATE AGENCIES	RADCO COMMUNICATIONS, LLC	OTHER: VARIOUS	\$300,000	
	Contract Description:	This is the fourth amendment to the original contract, which provides communications site parts and services including general maintenance on an as needed basis. This amendment increases the maximum amount from \$750,000 to \$1,050,000 based on increased needs for parts and services.				
	Term of Contract:	04/12/2011 - 04/12/2015		Contract # 11974		

14. INFORMATION ITEM

Pursuant to AB 41 of the 2013 Legislative Session, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Below is a list of all applicable approvals for contracts and amendments approved from June 17, 2014 through July 16, 2014.

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1	908	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – ADMINISTRATIVE SERVICES	NORTHERN NEVADA INTERNATIONAL CENTER	OTHER FUNDING: ALL DETR ACCOUNTS	\$49,500	
	Contract Description:	This is a new contract that continues ongoing interpretation/translation services for the Department of Employment, Training and Rehabilitation in Northern Nevada. Interpreters are to be fluent in both languages, predominately Spanish, and interpretation must be on a word-for-word basis for clients.				
	Term of Contract:	07/08/2014 – 06/30/2016		Contract # 15713		
2	431	ADJUTANT GENERAL & NATIONAL GUARD	TIBERTI COMPANY, THE TIBERTI FENCE COMPANY	FEDERAL	\$16,500	
	Contract Description:	This is a new contract to add approximately 740 linear feet of six foot chain link fencing at the Floyd Edsell Training Center.				
	Term of Contract:	06/19/2014 – 08/30/2015		Contract # 15815		
3	332	DEPARTMENT OF ADMINISTRATION – NEVADA STATE LIBRARY AND ARCHIVES	LEARNINGEXPRESS, LLC	FEDERAL	\$45,000	
	Contract Description:	This is the second amendment to the original contract, which provides access to online K-12 licensed encyclopedia databases. These databases are used remotely statewide by students and libraries in Nevada which support K-12 curriculum. This amendment extends the termination date from June 30, 2014 to June 30, 2015 and increases the maximum amount from \$125,877 to \$170,877 due to the extension of one more year.				
	Term of Contract:	09/13/2011 – 06/30/2015		Contract # 12515		
4	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	JBA CONSULTING ENGINEERING, INC.	BONDS	\$26,960	
	Contract Description:	This is the first amendment to the original contract, which provides professional architectural/engineering services to replace doors, locks and control panels in the housing units 2, 3 & 4 at the Southern Desert Correctional Center; Project No. 11-M15; Contract No. 7367. This amendment increases the maximum amount from \$170,180 to \$197,140 to provide additional construction administration services to complete the project.				
	Term of Contract:	10/11/2011 – 06/30/2015		Contract # 12588		
5	707	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES STATE LANDS	FIRST AMERICAN TITLE INSURANCE COMPANY	FEES: TAHOE MITIGATION FEES 50% OTHER FUNDING: STATE LAND REVOLVING ACCOUNT 50%	\$39,996	
	Contract Description:	This is a new contract, to provide title and escrow services to support various Division of State Lands programs related to disposal and acquisition of State parcels, the Nevada Land Bank, the Environmental Improvement Program, and other land management activities statewide.				
	Term of Contract:	07/01/2014 – 06/30/2018		Contract # 15822		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
6	400	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIRECTOR’S OFFICE	PROBLEM GAMBLING SOLUTIONS	OTHER FUNDING: SLOT TAX	\$41,000	
	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, DHHS Advisory Committee on Problem Gambling (ACPG), and to the ACPG groups. In addition, this contractor will assist in the continued development and tools and procedures needed to administer the implementation of the strategic plan.				
	Term of Contract:		07/01/2014 – 06/30/2015	Contract # 15814		
7	550	DEPARTMENT OF AGRICULTURE	ALL SEASONS LAWN, INC.	FEES: DEVICE TESTING FEES 50% OTHER FUNDING: COST ALLOCATION 50%	\$10,800	
	Contract Description:	This is a new contract to provide ongoing gardening/cleanup services around the Department of Agriculture's Headquarters and the Consumer Equability building in Sparks.				
	Term of Contract:		07/01/2014 – 06/30/2016	Contract # 15622		
8	654	DEPARTMENT OF PUBLIC SAFETY – EMERGENCY MANAGEMENT	X-TEC, INCORPORATED	FEDERAL	\$48,555	
	Contract Description:	This is the third amendment to the original contract, which provides credentialing of first responders as part of emergency management. This amendment extends the termination date from June 30, 2014 to August 31, 2014 and increases the maximum amount from \$298,264.33 to \$346,819.05 due to the additional licenses enabling the emergency responder credentials to remain valid for 3 years from issuance as well as card holders and card printer consumables.				
	Term of Contract:		06/11/2013 – 08/31/2014	Contract # 15683		
9	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES	ABM BUILDING SERVICES, LLC	GENERAL	\$15,000	
	Contract Description:	This is the first amendment to the original new contract, which provides HVAC repairs on an as needed basis for Summit View Youth Correctional Center. This amendment increases the maximum amount from \$24,000 to \$39,000 in order to complete emergency repairs needed now on HVAC systems.				
	Term of Contract:		10/23/2013 – 06/30/2014	Contract # 15058		
10	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES	GIBSON CONSTRUCTION OF NEVADA, INC.	GENERAL	\$45,000	
	Contract Description:	This is a new contract that continues ongoing repairs to gates, sally port gates, and fencing on an as needed basis for Summit View Youth Correctional Center.				
	Term of Contract:		07/01/2014 – 06/30/2018	Contract # 15730		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
11	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH	SUBURBAN ELEVATOR OF NEVADA	GENERAL	\$13,046	
	Contract Description:	This is the first amendment to the original contract, which continues ongoing maintenance and repair services to two (2) elevators in Building #3 of the Southern Nevada Adult Mental Health Services Campus. This amendment extends the termination date from June 30, 2014 to June 30, 2016 and increases the maximum amount from \$8,046 to \$21,092 due to the continued need for these services.				
		Term of Contract:	04/23/2012 – 06/30/2016	Contract # 13305		
12	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH	UNITED LOCK AND SECURITY, INC.	GENERAL	\$24,800	
	Contract Description:	This is a new contract to provide labor to install specialty doors, exit devices, electromagnetic locking systems, door closers and smoke seals in the Rawson Neal Psychiatric Hospital at Southern Nevada Adult Mental Health Services. The doors and locking systems utilized in psychiatric hospital treatment environments are specialty items that require specialized knowledge for installation.				
		Term of Contract:	06/26/2014 – 04/30/2016	Contract # 15771		
13	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES DIVISION OF WATER RESOURCES	U.S. GEOLOGICAL SURVEY	GENERAL 57% FEDERAL 43%	\$15,215	
	Contract Description:	This is the first amendment to the original contract, which provided for the operation and maintenance of a stream-flow gaging network, groundwater level data collection, data entry and review, and publication of the data to the internet and as an annual publication. This amendment adds two stream-flow measurement stations to the scope of work which will be paid for by the U.S. Geological Service. There is no additional cost to the State for this amendment and the period of performance for the contract remains unchanged.				
		Term of Contract:	07/09/2014 – 06/30/2015	Contract # 14493		
14	030	ATTORNEY GENERAL'S OFFICE	LEVITT, LANSFORD W	OTHER FUNDING: TORT FUND	\$10,000	
	Contract Description:	This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.				
		Term of Contract:	07/07/2014 – 06/30/2016	Contract # 15839		
15	030	ATTORNEY GENERAL'S OFFICE	HOID, GARY E	OTHER FUNDING: TORT FUND	\$10,000	
	Contract Description:	This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.				
		Term of Contract:	07/07/2014 – 06/30/2016	Contract # 15838		
16	030	ATTORNEY GENERAL'S OFFICE	JAMS, INC.	OTHER FUNDING: TORT FUND	\$30,000	
	Contract Description:	This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.				
		Term of Contract:	07/07/2014 – 06/30/2018	Contract # 15835		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
17	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	JVC ASSOCIATES, INC. DBA JVC ARCHITECTS	GENERAL	\$29,715	
	Contract Description:	This is a new contract to provide miscellaneous services for the exterior paint at the Caliente Youth Center; Project No. 14-A033; Contract No. 101007.				
18	702	DEPARTMENT OF WILDLIFE (NDOW)	CLS AMERICA, INC.	FEDERAL 50% OTHER FUNDING: HERITAGE WILDLIFE TRUST 50%	\$19,785	
	Contract Description:	This is a new contract to provide tracking services for big game animals and sage grouse via satellites and satellite data transmission in order to better understand the habitat use areas, migration routes and movement patterns that big game animals and sage grouse have across the landscape. This information is critical for NDOW and land management agencies to make appropriate population and habitat management decisions that will result in the long-term propagation and conservation of the species in relation to detrimental large-scale projects such as mining, energy development, transportation corridors and urban expansion.				
19	030	ATTORNEY GENERAL'S OFFICE	CROWLEY, MARGARET M DBA CROWLEY MEDIATION, LLC	OTHER FUNDING: TORT FUND	\$10,000	
	Contract Description:	This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.				
20	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF HEALTH CARE, FINANCING AND POLICY	THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY	GENERAL 45% FEDERAL 55%	\$10,662	
	Contract Description:	This is the first amendment to the original contract, which allows for the completion of the federally required Americans with Disabilities Act Complementary Paratransit Eligibility evaluations for Medicaid recipients traveling to and from medical appointments. This amendment increases the maximum of the contract by \$10,661.28 to \$49,999 due to an increase in number of Medicaid recipients requiring Paratransit Eligibility evaluations.				
21	300	DEPARTMENT OF EDUCATION	SCANTRON CORPORATION HARLAND TECHNOLOGY SERVICES	GENERAL	\$35,000	
	Contract Description:	This is the first amendment to the original contract for state mandated writing assessments for grades 11, 12 and adults, including preparing reader/scorer data documents and shipping to school districts throughout Nevada. This amendment, which extends the length of the contract from June 30, 2014 to September 30 2015 and increases the maximum amount from \$60,448.03 to \$95,448.03.				
		Term of Contract:	06/25/2014 – 06/30/2018	Contract # 15842		
		Term of Contract:	04/01/2014 – 06/30/2016	Contract # 15819		
		Term of Contract:	07/07/2014 – 06/30/2016	Contract # 15833		
		Term of Contract:	07/01/2010 – 06/30/2014	Contract # 13473		
		Term of Contract:	09/19/2011 – 09/30/2015	Contract # 12667		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
22	908	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION ADMINISTRATIVE SERVICES	MR. ELECTRIC	GENERAL 1.90% FEDERAL 69% OTHER FUNDING: BEN, ESD SPECIAL FUND AND CAREER ENHANCEMENT PROGRAM 29.10%	\$10,000	
	Contract Description:	This is the first amendment to the original contract, which continues ongoing electrical maintenance and repair for the Department of Employment, Training and Rehabilitation facilities in the Las Vegas area. This amendment updates the State's contact phone and fax number; extends the termination date from April 30, 2015 to March 31, 2017 and increases the maximum amount from \$9,500 to \$19,500 due to the continued need for services.				
		Term of Contract:	04/09/2013 – 03/31/2017	Contract # 14191		
23	030	ATTORNEY GENERAL'S OFFICE	POLARIS PROJECT	OTHER FUNDING	\$10,700	
	Contract Description:	This is a new contract to provide training on identifying and handling sex trafficking for law enforcement and communities.				
		Term of Contract:	06/13/2014 – 10/31/2014	Contract # 15852		
24	030	ATTORNEY GENERAL'S OFFICE	CROWLEY, MARGARET M DBA CROWLEY MEDIATION, LLC	OTHER FUNDING: TORT FUND	\$10,000	
	Contract Description:	This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.				
		Term of Contract:	07/07/2014 – 06/30/2016	Contract # 15853		
25	030	ATTORNEY GENERAL'S OFFICE	BOLEYN, SCOTT	OTHER FUNDING: TORT FUND	\$10,000	
	Contract Description:	This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.				
		Term of Contract:	07/07/2014 – 06/30/2016	Contract # 15846		
26	332	DEPARTMENT OF ADMINISTRATION – NEVADA STATE LIBRARY AND ARCHIVES	JFG SYSTEMS, INC.	OTHER FUNDING: MEMBER FEES	\$10,000	
	Contract Description:	This is the second amendment to the original contract, which upgrades the Cooperative Libraries Automated Networks (CLAN) Wide Area Network (WAN) and Local Area Network (LAN) including replacement and/or reconfiguration of CLANs existing equipment and software. This amendment extends the termination date from June 30, 2014 to June 30, 2016 and increases the maximum amount from \$9,999 to \$19,999 due to the continued need for equipment and software support from the vendor.				
		Term of Contract:	11/08/2012 – 06/30/2016	Contract # 13868		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
27	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES	THE TIBERTI COMPANY	GENERAL	\$45,000	
	Contract Description:	This is a new contract that continues ongoing repair to gates, sally port gates, and fencing on an as needed basis for Summit View Youth Correctional Center.				
28	901	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – REHABILITATION DIVISION	VORTEX INDUSTRIES, INC.	OTHER FUNDING: BUSINESS ENTERPRISES SET ASIDE	\$10,001	
	Contract Description:	This is the first amendment to the original contract, which provides for the replacement of a roll-up door at the Business Enterprises of Nevada Lookout site located at the Hoover Dam and to provide services when required on a bid per job basis at all Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada sites located throughout Clark County. This amendment changes the department's contact person and the phone and fax number; adds an email address to the vendor contact; corrects the vendor's phone and fax number, extends the termination date from November 30, 2014 to September 30, 2016, and increases the maximum amount from \$9,999 to \$20,000. This amendment also adds the word 'original' to the consideration language when referring to parking ticket reimbursement.				
29	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	CASHMAN EQUIPMENT COMPANY	FEES: BUILDING RENT INCOME FEES	\$24,216	
	Contract Description:	This is a new contract to provide annual preventative maintenance, repairs and other requested services as needed and approved by State Public Works Division-Marlette Lake designee.				
30	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES – AGING AND DISABILITY SERVICES DIVISION	CASEY NEILON & ASSOCIATES, LLC	GENERAL 60.60% OTHER FUNDING: HEALTHY NEVADA FUND 39.40%	\$36,000	
	Contract Description:	This is a new contract to provide forensic financial specialist services to the Elder Protective Services Social Workers to assist in investigating complex elder abuse exploitation cases. Contractor will provide expert opinion and review of complex exploitation cases including, but not limited to, interpreting lengthy and complex financial documents such as trade accounts, trust accounts, and various types of investment accounts.				
31	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	SAFETY KLEEN SYSTEMS, INC.	FEES: BUILDING RENT INCOME	\$23,000	
	Contract Description:	This is a new contract that continues ongoing environmental and hazardous waste management services on an as-needed basis and at the request and approval of a designee of the Public Works Division, Buildings and Grounds Section.				
		Term of Contract:	07/01/2014 – 06/30/2018	Contract # 15828		
		Term of Contract:	11/29/2012 – 09/30/2016	Contract # 13892		
		Term of Contract:	07/01/2014 – 06/30/2018	Contract # 15866		
		Term of Contract:	07/01/2014 – 06/30/2017	Contract # 15823		
		Term of Contract:	07/03/2014 – 03/31/2018	Contract # 15810		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
32	180	DEPARTMENT OF ADMINISTRATION – ENTERPRISE IT SERVICES DIVISION	RUBY RADIO CORPORATION/KHIX	REVENUE CONTRACT	\$18,070	
	Contract Description:	This is a new revenue contract for rack space rental at Winnemucca Mountain in Humboldt County for a four year term.				
33	180	DEPARTMENT OF ADMINISTRATION – ENTERPRISE IT SERVICES DIVISION	EN POINTE TECHNOLOGIES SALES, INC./EN POINTE TECHNOLOGIES, INC.	GENERAL	\$28,848	
	Contract Description:	This is a new contract to provide on-site set-up, configuration, and training for the CA Nimsoft Service Desk software to ensure the 5 helpdesk administrators from Enterprise IT Services, Welfare, and the Controller's Office can administer the NimSoft software at the end of the contract engagement.				
34	030	ATTORNEY GENERAL'S OFFICE	DISPUTE INTERVENTION SERVICES	OTHER FUNDING: TORT FUND	\$10,000	
	Contract Description:	This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.				
35	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH	LANDAIRE SALES CORP DBA RLS CONSULTING	FEDERAL	\$45,000	
	Contract Description:	This is a new contract to provide ongoing system integration services that link Nevada Medicaid data and the Women's Health Connection Data System, Cancer and Screening Tracking System, to allow for tracking of Women's Health Connection clients who transition to Medicaid for the use of case management, follow-up, reimbursement and surveillance data analysis. The Division of Public and Behavioral Health's Cancer Unit has been awarded a Systematic Approaches to Screening grant from the National Association of Chronic Disease Directors for this phase of implementation.				
36	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	PETTY & ASSOCIATES, INC.	BONDS	\$19,250	
	Contract Description:	This is a new contract to provide professional architectural/engineering services to replace the boiler burners at the Ely State Prison; Project No. 13-M10; Contract No. 104902.				
37	B031	BOARD OF OCCUPATIONAL THERAPY	PAULA BERKLEY AND ASSOCIATES	FEES: LICENSING FEES	\$35,000	
	Contract Description:	This is a new contract to provide legislative services to assist in preparing for and representing the State Board of Occupational Therapy's interests during the 2015 Legislative Session. Services include assisting with the drafting of bill language, conducting outreach with stakeholders, legislators, state agencies, professional boards and organization, and representing the Board during the session including bill tracking and follow up activities.				

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
38	B026	BOARD OF OSTEOPATHIC MEDICINE	L. L. BRADFORD	OTHER FUNDING: AGENCY FUNDS	\$28,500	
	Contract Description:	This is the first amendment to the original contract that provides auditing services to the Nevada Board of Osteopathic Medicine. This amendment increases the maximum amount from \$19,000 to \$47,500, and extends the termination date from August 11, 2014, to August 11, 2017 due the continued need for these services.				
		Term of Contract:	08/14/2012 – 08/11/2017	Contract # 13639		
39	B036	BOARD OF MASSAGE THERAPY	EDULOKA DBA INLUMON	OTHER FUNDING: AGENCY FEES AND FUNDS	\$46,750	
	Contract Description:	This is a new contract to provide software and installation services for the computerized licensing system.				
		Term of Contract:	07/14/2014 – 08/15/2015	Contract # 15878		
40	332	DEPARTMENT OF ADMINISTRATION – NEVADA STATE LIBRARY AND ARCHIVES	ANALOGUE IMAGING, LLC	GENERAL	\$28,825	
	Contract Description:	This is a new contract that continues equipment maintenance and software upgrades for the Staude SMA 51 16/35 mm file converter and components.				
		Term of Contract:	07/14/2014 – 04/30/2017	Contract # 15845		
41	440	DEPARTMENT OF CORRECTIONS	V.T. CONSTRUCTION, INC.	GENERAL	\$45,000	
	Contract Description:	This is a new contract to provide services, materials and equipment necessary to repair and/or replace deteriorated asphalt surface areas at Southern Desert Correctional Center.				
		Term of Contract:	07/07/2014 – 06/30/2015	Contract # 15778		
42	315	STATE PUBLIC CHARTER SCHOOL AUTHORITY	NATIONAL CHARTER SCHOOLS INSTITUTE PERF INST DBA NATIONAL CHARTER	FEES: CHARTER SCHOOL SPONSORSHIP FEES	\$49,400	
	Contract Description:	This a new contract to provide ongoing services for a web-based data collection system called Epicenter oversight, support and accountability for state sponsored charter schools.				
		Term of Contract:	07/01/2014 – 06/30/2015	Contract # 15847		
43	651	DEPARTMENT OF PUBLIC SAFETY – HIGHWAY PATROL	QUALITY TRI COUNTY JANITORIAL DBA QUALITY JANITORIAL	HIGHWAY	\$12,000	
	Contract Description:	This is a new contract that continues ongoing janitorial services for the Nevada Highway Patrol station in Battle Mountain.				
		Term of Contract:	07/11/2014 – 06/30/2018	Contract # 15880		
44	702	DEPARTMENT OF WILDLIFE	BENNETT, JOY DBA CUSTOM CLEAN	FEES: BOATS AND APPLICATION FEES 25% OTHER FUNDING: INDIRECT COST 75%	\$14,400	
	Contract Description:	This is a new contract that continues ongoing janitorial services for the department's Ely field office.				
		Term of Contract:	07/09/2014 – 07/01/2016	Contract # 15850		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
45	431	ADJUTANT GENERAL & NATIONAL GUARD	NDI PLUMBING, INC.	FEDERAL	\$13,259	
	Contract Description:	This is a new contract to repair the lubrication system at the Field Maintenance Shop in Reno due to petroleum system leaks throughout.				
46	431	ADJUTANT GENERAL & NATIONAL GUARD	DIVERSIFIED SYSTEMS INTERNATIONAL, INC.	FEDERAL	\$25,057	
	Contract Description:	This is a new contract to perform a retrofit of the current Edwards System Technologies fire system at the Stead Training Center. This includes performing full function testing, reprogramming system, and providing basic panel operations training.				
47	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – PARKS DIVISION	BULLHEAD CITY AZ PARKS & REC DEPARTMENT	OTHER FUNDING	\$15,750	
	Contract Description:	This is a new revenue contract with Bullhead City, AZ Parks and Recreation Department to provide reimbursement to Big Bend of the Colorado State Recreational Area for event overtime.				
48	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	RESOURCE CONCEPTS, INC.	GENERAL 66% OTHER FUNDING: TRANSFER FROM TREASURER - REALLOCATED BOND AUTHORITY 34%	\$10,500	
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Phase I Parking Lot Rehabilitation at the Northern Nevada Correctional Center located in Carson City, Nevada; Project No. 13-S0594; Contract No. 104867.				
49	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	SIERRA CONTROL SYSTEMS, INC.	OTHER FUNDING: RAW WATER SALES	\$16,300	
	Contract Description:	This is the first amendment to the original contract, which provides ongoing preventative maintenance services for the Marlette Supervising Controls and Data Access System. Services include, but are not limited to, computer licensing and software support; preventative maintenance of radio transmitter units; and repair and part replacements. Sites include Virginia City Water System, Stewart Water System, Lakeview Tank, Diversion Dam, Snow Valley Peak, McClellan Peak, Hobart Reservoir, Summit Generator Site, Marlette Pump Site, and Lakeview Office master computers and radio transmitter units. This amendment increases the maximum amount from \$93,844 to \$110,144 due to upgrades needed for the radio system.				
		Term of Contract:	11/13/2012 – 09/30/2016	Contract # 13851		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
50	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION – BUILDINGS AND GROUNDS	EXPRESS MESSENGER SYSTEMS, INC. DBA ONTRAC	FEES: MAIL SERVICES FEES	\$21,200	
	Contract Description:	This is the first amendment to the original contract, which provides ongoing overnight interdepartmental mail services, pick-up and delivery, between the Carson City Mail Center and the Las Vegas Mail Center every work day. This amendment extends the termination date from August 31, 2014 to December 31, 2014 and increases the maximum amount from \$254,392 to \$275,592 to ensure continuation of this essential service while the Request for Proposal (RFP) process is reopened. The RFP opened for this service in April 2014 received no bidders.				
		Term of Contract:	09/01/2010 – 12/31/2014	Contract # 11355		
51	702	DEPARTMENT OF WILDLIFE	VILU JANITORIAL SERVICES	FEES	\$21,456	
	Contract Description:	This is a new contract for janitorial services for the department's Elko Office.				
		Term of Contract:	07/17/2014 – 07/01/2016	Contract # 15904		
52	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	HARRIS CONSULTING ENGINEERS, LLC	BONDS 83% OTHER FUNDING: TRANSFER FROM TREASURER 17%	\$11,500	
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the heating, ventilation and air conditioning control system upgrade at the Desert Willow Treatment Center; Project No. 13-M19; Contract No. 106205.				
		Term of Contract:	? – 06/30/2018	Contract # 15913		
53	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES – AGING AND DISABILITY SERVICES DIVISION	CUSTOM HOMES BY CHATEAU, LLC	GENERAL 48.30% FEDERAL 51.70%	\$31,191	
	Contract Description:	This is a new contract to provide for painting and flooring installation for Building 1303 and flooring for Building 1304 at Desert Regional Center.				
		Term of Contract:	07/22/2014 – 07/29/2016	Contract # 15875		
54	810	DEPARTMENT OF MOTOR VEHICLES (DMV)	KUHN, SCOTT CHRISTOPHER DBA D&JS CLEANING SERVICE	HIGHWAY	\$10,740	
	Contract Description:	This is a new contract to provide for the janitorial services required at the DMV office located at 973 W. Williams Street, Fallon, Nevada.				
		Term of Contract:	07/17/2014 – 06/30/2015	Contract # 15907		
55	750	DEPARTMENT OF BUSINESS AND INDUSTRY – TAXICAB AUTHORITY	METZ, MONICA B	OTHER FUNDING: TRIP CHARGES	\$19,200	
	Contract Description:	This is a new contract for an Administrative Hearing Officer. The previous contracted Hearing Officer resigned March 26, 2014. The hearing officer will preside over Nevada Taxicab Authority internal Administrative Court to adjudicate cases involving regulatory violations committed by privilege licensees and holders of Certificates of Public Convenience and Necessity.				
		Term of Contract:	04/16/2014 – 12/31/2014	Contract # 15897		

15. INFORMATION ITEM

A. Department of Conservation and Natural Resources – Division of State Parks

NRS 321.5954, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending June 30, 2014.

Additional Information:

- **1989 Tahoe Basin Act**
 - The Nevada Division of State Lands closed escrow on June 26, 2014 effectively transferring a Residential Development Right for use in Washoe County. Proceeds from the sale will be used to support fuels reduction activities in the Lake Tahoe Basin.
- **Lake Tahoe Mitigation Program**
 - The agency reports that there was one transfer of an interest in real property during this quarter. That transfer occurred on June 24, 2014 and transferred 810 square feet of Stream Environment Zone Restoration Credit for a project located in Glenbrook, Nevada. Proceeds are deposited to the Nevada Land Bank and will be used to carry out the intent of the Land Bank.
 - The agency reports there were no acquisitions of lands or interests in lands during the quarter.

16. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

*17. 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 websites:

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

<https://notice.nv.gov/>

Any questions regarding the agenda or supporting material for the meeting please contact Director Teska at (775) 684-0222 or you can email us at budget@admin.nv.gov. 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

August 12, 2014

1. PUBLIC COMMENTS

Comments:

*2. FOR POSSIBLE ACTION – APPROVAL OF THE JUNE 12, 2014 BOARD OF EXAMINERS’ MEETING MINUTES

Clerk’s Recommendation: I recommend approval.

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

Comments:

*3. FOR POSSIBLE ACTION – APPROVAL OF THE JULY 8, 2014 BOARD OF EXAMINERS’ MEETING MINUTES

Clerk’s Recommendation: I recommend approval.

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

Comments:

*4. FOR POSSIBLE ACTION – SALARY ADJUSTMENTS

Distribution of Salary Adjustments to Departments, Commissions and Agencies, pursuant to Assembly Bill 511, Sections 6, 7, and 8 of the 2013 Legislative Session.

The 2013 Legislature appropriated funds from the State General Fund and State Highway Fund for the purpose of meeting any deficiencies which may be created between the appropriated money of the respective departments, commissions, and agencies of the State of Nevada, as fixed by the 2013 Session of the Nevada Legislature, and the actual salary of each state employee. Pursuant to this legislation, the following amounts from the State General Fund and State Highway Fund are recommended:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND	HIGHWAY FUND
1036	Attorney General’s Office – Crime Prevention	\$2,321	
	Total	\$2,321	

Clerk’s Recommendation: I recommend approval.

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

Comments:

***5. FOR POSSIBLE ACTION – STATE VEHICLE PURCHASES**

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Administration – Fleet Services Division	34	\$892,829
Department of Agriculture – Consumer Equitability	3	\$90,036
Total	37	\$982,865

Clerk's Recommendation: I recommend approval.

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

***6. FOR POSSIBLE ACTION – INTERNAL TRAVEL POLICY**

A. Department of Conservation and Natural Resources – Division of State Parks

Pursuant to NRS 286.160, and SAM 208, the Division of State Parks requests approval to revise the agency's internal travel policy by revising its Travel Claim and Per Diem policy for Peace Officers' Standards and Training (POST) academy cadets. The proposed revision would include language to adjust the per diem rate to fifty percent of the state rate in response to changes in the POST academy structure and duration.

Clerk's Recommendation: I recommend approval.

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

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

A. Department of Employment, Training and Rehabilitation

Pursuant to NRS 333.705, the Department of Employment, Training and Rehabilitation requests authority to contract with Preston Bass Interpreting Services, LLC who uses the services of one Nevada System of Higher Education employee. This employee is the owner of Preston Bass Interpreting Services and provides sign language interpreting services, answers phones, and schedules interpreting services.

Clerk's Recommendation: I recommend approval.

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

B. Department of Business and Industry – Taxicab Authority

Pursuant to NRS 333.705, the Department of Business & Industry, Taxicab Authority requests authority to contract with a former state employee, to serve as the Hearing Officer for the Taxicab Authority Administrative Court. The Taxicab Authority has contracted with this former state employee since April 16, 2014 and the contract continues through December 31, 2014.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

C. Department of Conservation and Natural Resources – Director's Office

Pursuant to NRS 333.705, the Department of Conservation and Natural Resources requests authority to contract with a former state employee via Manpower Temporary Services, to train the department's new Administrative Services Officer IV in all functions relating to the department's Q1 Bond program.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

**D. Department of Administration – Board of Examiners – Statutory
Contingency Account – \$500,000**

Pursuant to NRS 353.268, the Department of Administration is requesting a \$500,000 allocation from the Interim Finance Committee Contingency Fund to replenish the Reserve for Statutory Contingency Account.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

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

A. Department of Agriculture - \$48,000

Pursuant to NRS 353.268, the Department of Agriculture, Predatory Animal/Rodent Control requests an allocation of \$48,000 from the Interim Finance Contingency Fund to fund a General Fund shortfall in SFY 2014.

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

B. Department of Corrections – Prison Medical Care - \$1,030,397

Pursuant to NRS 353.268 the Department of Corrections requests an allocation of \$1,030,397 from the Interim Finance Contingency Fund to fund a projected shortfall in the Prison Medical Care budget to cover obligations through the end of the fiscal year. This request relates to work program #C30240.

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

C. Governor's Office of Economic Development - \$1,248,000

Pursuant to NRS 353.268, the Governor's Office of Economic Development (GOED) is requesting an allocation of \$1,248,000 of the \$4,000,000 appropriation to the Interim Finance Committee's Contingency Fund for the Unmanned Aerial Vehicle (UAV) Program. The funds will be used for continued operations of the Programmatic Management Office (PMO) to oversee the operations of test sites in Nevada and continued UAV test site developments.

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

D. Department of Administration – Board of Examiners – Statutory Contingency Account – \$500,000

Pursuant to NRS 353.268, the Department of Administration is requesting a \$500,000 allocation from the Interim Finance Committee Contingency Fund to replenish the Reserve for Statutory Contingency Account.

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

***9. FOR POSSIBLE ACTION – AUTHORIZATION TO APPROVE A PROVIDER AGREEMENT**

A. Department of Employment, Training and Rehabilitation – Rehabilitation Division

The Rehabilitation Division is requesting Board of Examiners' approval to modify the existing services provider agreement for the Vocational Rehabilitation and Bureau of Disability Adjudication programs.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
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Comments:		

B. Department of Health and Human Service – Aging and Disability Services Division

The Aging and Disability Services Division is requesting Board of Examiners' approval of the following provider agreement forms to enable them to enter into an agreement with providers to provide services for individuals with intellectual disabilities and related conditions:

- A. Behavioral Consultation, Training and Intervention Services
- B. Residential Services
- C. Jobs and Day Training Services

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
<hr/>		
Comments:		

***10. 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 (NDOT) – Administration – \$62,500

The department requests settlement approval in the amount of \$62,500 to resolve an inverse condemnation action brought by 54 B LLC, a Nevada limited liability company, against NDOT, Clark County and the Clark County Regional Flood Control District. The inverse case arises from the construction of the Lower Blue Diamond Detention Basin and its related improvements, including and the flood control channel in conjunction with the widening of SR160. The landowner claims that the government used its property to construct the flood control channel without paying just compensation.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
<hr/>		
Comments:		

***11. FOR POSSIBLE ACTION – LEASES**

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

Clerk's Recommendation: I recommend approval.

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

Comments:

***12. FOR POSSIBLE ACTION – CONTRACTS**

Forty eight independent contracts 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 – 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:

14. INFORMATION ITEM

Pursuant to AB 41 of the 2013 Legislative Session, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Below is a list of all applicable approvals for contracts and amendments approved from June 17, 2014 through July 16, 2014.

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1	908	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – ADMINISTRATIVE SERVICES	NORTHERN NEVADA INTERNATIONAL CENTER	OTHER FUNDING: ALL DETR ACCOUNTS	\$49,500	
	Contract Description:	This is a new contract that continues ongoing interpretation/translation services for the Department of Employment, Training and Rehabilitation in Northern Nevada. Interpreters are to be fluent in both languages, predominately Spanish, and interpretation must be on a word-for-word basis for clients.				
		Term of Contract:	07/08/2014 – 06/30/2016	Contract # 15713		

2	431	ADJUTANT GENERAL & NATIONAL GUARD	TIBERTI COMPANY, THE TIBERTI FENCE COMPANY	FEDERAL	\$16,500	
	Contract Description:	This is a new contract to add approximately 740 linear feet of six foot chain link fencing at the Floyd Edsell Training Center.				
3	332	DEPARTMENT OF ADMINISTRATION – NEVADA STATE LIBRARY AND ARCHIVES	LEARNINGEXPRESS, LLC	FEDERAL	\$45,000	
	Contract Description:	This is the second amendment to the original contract, which provides access to online K-12 licensed encyclopedia databases. These databases are used remotely statewide by students and libraries in Nevada which support K-12 curriculum. This amendment extends the termination date from June 30, 2014 to June 30, 2015 and increases the maximum amount from \$125,877 to \$170,877 due to the extension of one more year.				
4	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	JBA CONSULTING ENGINEERING, INC.	BONDS	\$26,960	
	Contract Description:	This is the first amendment to the original contract, which provides professional architectural/engineering services to replace doors, locks and control panels in the housing units 2, 3 & 4 at the Southern Desert Correctional Center; Project No. 11-M15; Contract No. 7367. This amendment increases the maximum amount from \$170,180 to \$197,140 to provide additional construction administration services to complete the project.				
		Term of Contract:	06/19/2014 – 08/30/2015	Contract # 15815		
		Term of Contract:	09/13/2011 – 06/30/2015	Contract # 12515		
		Term of Contract:	10/11/2011 – 06/30/2015	Contract # 12588		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
5	707	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES STATE LANDS	FIRST AMERICAN TITLE INSURANCE COMPANY	FEES: TAHOE MITIGATION FEES 50% OTHER FUNDING: STATE LAND REVOLVING ACCOUNT 50%	\$39,996	
	Contract Description:	This is a new contract, to provide title and escrow services to support various Division of State Lands programs related to disposal and acquisition of State parcels, the Nevada Land Bank, the Environmental Improvement Program, and other land management activities statewide.				
		Term of Contract:	07/01/2014 – 06/30/2018	Contract # 15822		
6	400	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIRECTOR'S OFFICE	PROBLEM GAMBLING SOLUTIONS	OTHER FUNDING: SLOT TAX	\$41,000	
	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, DHHS Advisory Committee on Problem Gambling (ACPG), and to the ACPG groups. In addition, this contractor will assist in the continued development and tools and procedures needed to administer the implementation of the strategic plan.				
		Term of Contract:	07/01/2014 – 06/30/2015	Contract # 15814		
7	550	DEPARTMENT OF AGRICULTURE	ALL SEASONS LAWN, INC.	FEES: DEVICE TESTING FEES 50% OTHER FUNDING: COST ALLOCATION 50%	\$10,800	
	Contract Description:	This is a new contract to provide ongoing gardening/cleanup services around the Department of Agriculture's Headquarters and the Consumer Equability building in Sparks.				
		Term of Contract:	07/01/2014 – 06/30/2016	Contract # 15622		
8	654	DEPARTMENT OF PUBLIC SAFETY – EMERGENCY MANAGEMENT	X-TEC, INCORPORATED	FEDERAL	\$48,555	
	Contract Description:	This is the third amendment to the original contract, which provides credentialing of first responders as part of emergency management. This amendment extends the termination date from June 30, 2014 to August 31, 2014 and increases the maximum amount from \$298,264.33 to \$346,819.05 due to the additional licenses enabling the emergency responder credentials to remain valid for 3 years from issuance as well as card holders and card printer consumables.				
		Term of Contract:	06/11/2013 – 08/31/2014	Contract # 15683		
9	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES	ABM BUILDING SERVICES, LLC	GENERAL	\$15,000	
	Contract Description:	This is the first amendment to the original new contract, which provides HVAC repairs on an as needed basis for Summit View Youth Correctional Center. This amendment increases the maximum amount from \$24,000 to \$39,000 in order to complete emergency repairs needed now on HVAC systems.				
		Term of Contract:	10/23/2013 – 06/30/2014	Contract # 15058		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
10	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES	GIBSON CONSTRUCTION OF NEVADA, INC.	GENERAL	\$45,000	
	Contract Description:	This is a new contract that continues ongoing repairs to gates, sally port gates, and fencing on an as needed basis for Summit View Youth Correctional Center.				
	Term of Contract:	07/01/2014 – 06/30/2018		Contract # 15730		
11	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH	SUBURBAN ELEVATOR OF NEVADA	GENERAL	\$13,046	
	Contract Description:	This is the first amendment to the original contract, which continues ongoing maintenance and repair services to two (2) elevators in Building #3 of the Southern Nevada Adult Mental Health Services Campus. This amendment extends the termination date from June 30, 2014 to June 30, 2016 and increases the maximum amount from \$8,046 to \$21,092 due to the continued need for these services.				
	Term of Contract:	04/23/2012 – 06/30/2016		Contract # 13305		
12	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH	UNITED LOCK AND SECURITY, INC.	GENERAL	\$24,800	
	Contract Description:	This is a new contract to provide labor to install specialty doors, exit devices, electromagnetic locking systems, door closers and smoke seals in the Rawson Neal Psychiatric Hospital at Southern Nevada Adult Mental Health Services. The doors and locking systems utilized in psychiatric hospital treatment environments are specialty items that require specialized knowledge for installation.				
	Term of Contract:	06/26/2014 – 04/30/2016		Contract # 15771		
13	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES DIVISION OF WATER RESOURCES	U.S. GEOLOGICAL SURVEY	GENERAL 57% FEDERAL 43%	\$15,215	
	Contract Description:	This is the first amendment to the original contract, which provided for the operation and maintenance of a stream-flow gaging network, groundwater level data collection, data entry and review, and publication of the data to the internet and as an annual publication. This amendment adds two stream-flow measurement stations to the scope of work which will be paid for by the U.S. Geological Service. There is no additional cost to the State for this amendment and the period of performance for the contract remains unchanged.				
	Term of Contract:	07/09/2014 – 06/30/2015		Contract # 14493		
14	030	ATTORNEY GENERAL'S OFFICE	LEVITT, LANSFORD W	OTHER FUNDING: TORT FUND	\$10,000	
	Contract Description:	This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.				
	Term of Contract:	07/07/2014 – 06/30/2016		Contract # 15839		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
15	030	ATTORNEY GENERAL'S OFFICE	HOID, GARY E	OTHER FUNDING: TORT FUND	\$10,000	
	Contract Description:	This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.				
		Term of Contract:	07/07/2014 – 06/30/2016	Contract # 15838		
16	030	ATTORNEY GENERAL'S OFFICE	JAMS, INC.	OTHER FUNDING: TORT FUND	\$30,000	
	Contract Description:	This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.				
		Term of Contract:	07/07/2014 – 06/30/2018	Contract # 15835		
17	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	JVC ASSOCIATES, INC. DBA JVC ARCHITECTS	GENERAL	\$29,715	
	Contract Description:	This is a new contract to provide miscellaneous services for the exterior paint at the Caliente Youth Center; Project No. 14-A033; Contract No. 101007.				
		Term of Contract:	06/25/2014 – 06/30/2018	Contract # 15842		
18	702	DEPARTMENT OF WILDLIFE (NDOW)	CLS AMERICA, INC.	FEDERAL 50% OTHER FUNDING: HERITAGE WILDLIFE TRUST 50%	\$19,785	
	Contract Description:	This is a new contract to provide tracking services for big game animals and sage grouse via satellites and satellite data transmission in order to better understand the habitat use areas, migration routes and movement patterns that big game animals and sage grouse have across the landscape. This information is critical for NDOW and land management agencies to make appropriate population and habitat management decisions that will result in the long-term propagation and conservation of the species in relation to detrimental large-scale projects such as mining, energy development, transportation corridors and urban expansion.				
		Term of Contract:	04/01/2014 – 06/30/2016	Contract # 15819		
19	030	ATTORNEY GENERAL'S OFFICE	CROWLEY, MARGARET M DBA CROWLEY MEDIATION, LLC	OTHER FUNDING: TORT FUND	\$10,000	
	Contract Description:	This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.				
		Term of Contract:	07/07/2014 – 06/30/2016	Contract # 15833		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
20	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF HEALTH CARE, FINANCING AND POLICY	THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY	GENERAL 45% FEDERAL 55%	\$10,662	
	Contract Description:	This is the first amendment to the original contract, which allows for the completion of the federally required Americans with Disabilities Act Complementary Paratransit Eligibility evaluations for Medicaid recipients traveling to and from medical appointments. This amendment increases the maximum of the contract by \$10,661.28 to \$49,999 due to an increase in number of Medicaid recipients requiring Paratransit Eligibility evaluations.				
		Term of Contract:	07/01/2010 – 06/30/2014	Contract # 13473		
21	300	DEPARTMENT OF EDUCATION	SCANTRON CORPORATION HARLAND TECHNOLOGY SERVICES	GENERAL	\$35,000	
	Contract Description:	This is the first amendment to the original contract for state mandated writing assessments for grades 11, 12 and adults, including preparing reader/scorer data documents and shipping to school districts throughout Nevada. This amendment, which extends the length of the contract from June 30, 2014 to September 30 2015 and increases the maximum amount from \$60,448.03 to \$95,448.03.				
		Term of Contract:	09/19/2011 – 09/30/2015	Contract # 12667		
22	908	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION ADMINISTRATIVE SERVICES	MR. ELECTRIC	GENERAL 1.90% FEDERAL 69% OTHER FUNDING: BEN, ESD SPECIAL FUND AND CAREER ENHANCEMENT PROGRAM 29.10%	\$10,000	
	Contract Description:	This is the first amendment to the original contract, which continues ongoing electrical maintenance and repair for the Department of Employment, Training and Rehabilitation facilities in the Las Vegas area. This amendment updates the State's contact phone and fax number; extends the termination date from April 30, 2015 to March 31, 2017 and increases the maximum amount from \$9,500 to \$19,500 due to the continued need for services.				
		Term of Contract:	04/09/2013 – 03/31/2017	Contract # 14191		
23	030	ATTORNEY GENERAL'S OFFICE	POLARIS PROJECT	OTHER FUNDING	\$10,700	
	Contract Description:	This is a new contract to provide training on identifying and handling sex trafficking for law enforcement and communities.				
24		Term of Contract:	06/13/2014 – 10/31/2014	Contract # 15852		
	030	ATTORNEY GENERAL'S OFFICE	CROWLEY, MARGARET M DBA CROWLEY MEDIATION, LLC	OTHER FUNDING: TORT FUND	\$10,000	
	Contract Description:	This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.				
		Term of Contract:	07/07/2014 – 06/30/2016	Contract # 15853		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
25	030	ATTORNEY GENERAL'S OFFICE	BOLEYN, SCOTT	OTHER FUNDING: TORT FUND	\$10,000	
	Contract Description:	This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.				
26	332	DEPARTMENT OF ADMINISTRATION – NEVADA STATE LIBRARY AND ARCHIVES	JFG SYSTEMS, INC.	OTHER FUNDING: MEMBER FEES	\$10,000	
	Contract Description:	This is the second amendment to the original contract, which upgrades the Cooperative Libraries Automated Networks (CLAN) Wide Area Network (WAN) and Local Area Network (LAN) including replacement and/or reconfiguration of CLANs existing equipment and software. This amendment extends the termination date from June 30, 2014 to June 30, 2016 and increases the maximum amount from \$9,999 to \$19,999 due to the continued need for equipment and software support from the vendor.				
27	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES	THE TIBERTI COMPANY	GENERAL	\$45,000	
	Contract Description:	This is a new contract that continues ongoing repair to gates, sally port gates, and fencing on an as needed basis for Summit View Youth Correctional Center.				
28	901	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – REHABILITATION DIVISION	VORTEX INDUSTRIES, INC.	OTHER FUNDING: BUSINESS ENTERPRISES SET ASIDE	\$10,001	
	Contract Description:	This is the first amendment to the original contract, which provides for the replacement of a roll-up door at the Business Enterprises of Nevada Lookout site located at the Hoover Dam and to provide services when required on a bid per job basis at all Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada sites located throughout Clark County. This amendment changes the department's contact person and the phone and fax number; adds an email address to the vendor contact; corrects the vendor's phone and fax number, extends the termination date from November 30, 2014 to September 30, 2016, and increases the maximum amount from \$9,999 to \$20,000. This amendment also adds the word 'original' to the consideration language when referring to parking ticket reimbursement.				
29	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	CASHMAN EQUIPMENT COMPANY	FEES: BUILDING RENT INCOME FEES	\$24,216	
	Contract Description:	This is a new contract to provide annual preventative maintenance, repairs and other requested services as needed and approved by State Public Works Division-Marlette Lake designee.				

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
30	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES – AGING AND DISABILITY SERVICES DIVISION	CASEY NEILON & ASSOCIATES, LLC	GENERAL 60.60% OTHER FUNDING: HEALTHY NEVADA FUND 39.40%	\$36,000	
	Contract Description:	This is a new contract to provide forensic financial specialist services to the Elder Protective Services Social Workers to assist in investigating complex elder abuse exploitation cases. Contractor will provide expert opinion and review of complex exploitation cases including, but not limited to, interpreting lengthy and complex financial documents such as trade accounts, trust accounts, and various types of investment accounts.				
		Term of Contract:	07/01/2014 – 06/30/2017	Contract # 15823		
31	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	SAFETY KLEEN SYSTEMS, INC.	FEES: BUILDING RENT INCOME	\$23,000	
	Contract Description:	This is a new contract that continues ongoing environmental and hazardous waste management services on an as-needed basis and at the request and approval of a designee of the Public Works Division, Buildings and Grounds Section.				
		Term of Contract:	07/03/2014 – 03/31/2018	Contract # 15810		
32	180	DEPARTMENT OF ADMINISTRATION – ENTERPRISE IT SERVICES DIVISION	RUBY RADIO CORPORATION/KHIX	REVENUE CONTRACT	\$18,070	
	Contract Description:	This is a new revenue contract for rack space rental at Winnemucca Mountain in Humboldt County for a four year term.				
		Term of Contract:	07/01/2014 – 06/30/2018	Contract # 15812		
33	180	DEPARTMENT OF ADMINISTRATION – ENTERPRISE IT SERVICES DIVISION	EN POINTE TECHNOLOGIES SALES, INC./EN POINTE TECHNOLOGIES, INC.	GENERAL	\$28,848	
	Contract Description:	This is a new contract to provide on-site set-up, configuration, and training for the CA Nimsoft Service Desk software to ensure the 5 helpdesk administrators from Enterprise IT Services, Welfare, and the Controller's Office can administer the NimSoft software at the end of the contract engagement.				
		Term of Contract:	07/01/2014 – 01/01/2015	Contract # 15856		
34	030	ATTORNEY GENERAL'S OFFICE	DISPUTE INTERVENTION SERVICES	OTHER FUNDING: TORT FUND	\$10,000	
	Contract Description:	This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.				
		Term of Contract:	07/07/2014 – 06/30/2016	Contract # 15868		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
35	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH	LANDAIRE SALES CORP DBA RLS CONSULTING	FEDERAL	\$45,000	
	Contract Description:	This is a new contract to provide ongoing system integration services that link Nevada Medicaid data and the Women's Health Connection Data System, Cancer and Screening Tracking System, to allow for tracking of Women's Health Connection clients who transition to Medicaid for the use of case management, follow-up, reimbursement and surveillance data analysis. The Division of Public and Behavioral Health's Cancer Unit has been awarded a Systematic Approaches to Screening grant from the National Association of Chronic Disease Directors for this phase of implementation.				
	Term of Contract:	07/14/2014 – 06/29/2015		Contract # 15836		
36	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	PETTY & ASSOCIATES, INC.	BONDS	\$19,250	
	Contract Description:	This is a new contract to provide professional architectural/engineering services to replace the boiler burners at the Ely State Prison; Project No. 13-M10; Contract No. 104902.				
	Term of Contract:	07/03/2014 – 06/30/2018		Contract # 15871		
37	B031	BOARD OF OCCUPATIONAL THERAPY	PAULA BERKLEY AND ASSOCIATES	FEES: LICENSING FEES	\$35,000	
	Contract Description:	This is a new contract to provide legislative services to assist in preparing for and representing the State Board of Occupational Therapy's interests during the 2015 Legislative Session. Services include assisting with the drafting of bill language, conducting outreach with stakeholders, legislators, state agencies, professional boards and organization, and representing the Board during the session including bill tracking and follow up activities.				
	Term of Contract:	07/14/2014 – 06/30/2016		Contract # 15869		
38	B026	BOARD OF OSTEOPATHIC MEDICINE	L. L. BRADFORD	OTHER FUNDING: AGENCY FUNDS	\$28,500	
	Contract Description:	This is the first amendment to the original contract that provides auditing services to the Nevada Board of Osteopathic Medicine. This amendment increases the maximum amount from \$19,000 to \$47,500, and extends the termination date from August 11, 2014, to August 11, 2017 due the continued need for these services.				
	Term of Contract:	08/14/2012 – 08/11/2017		Contract # 13639		
39	B036	BOARD OF MASSAGE THERAPY	EDULOKA DBA INLUMON	OTHER FUNDING: AGENCY FEES AND FUNDS	\$46,750	
	Contract Description:	This is a new contract to provide software and installation services for the computerized licensing system.				
	Term of Contract:	07/14/2014 – 08/15/2015		Contract # 15878		
40	332	DEPARTMENT OF ADMINISTRATION – NEVADA STATE LIBRARY AND ARCHIVES	ANALOGUE IMAGING, LLC	GENERAL	\$28,825	
	Contract Description:	This is a new contract that continues equipment maintenance and software upgrades for the Staude SMA 51 16/35 mm file converter and components.				
	Term of Contract:	07/14/2014 – 04/30/2017		Contract # 15845		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
41	440	DEPARTMENT OF CORRECTIONS	V.T. CONSTRUCTION, INC.	GENERAL	\$45,000	
	Contract Description:	This is a new contract to provide services, materials and equipment necessary to repair and/or replace deteriorated asphalt surface areas at Southern Desert Correctional Center.				
	Term of Contract:	07/07/2014 – 06/30/2015		Contract # 15778		
42	315	STATE PUBLIC CHARTER SCHOOL AUTHORITY	NATIONAL CHARTER SCHOOLS INSTITUTE PERF INST DBA NATIONAL CHARTER	FEES: CHARTER SCHOOL SPONSORSHIP FEES	\$49,400	
	Contract Description:	This a new contract to provide ongoing services for a web-based data collection system called Epicenter oversight, support and accountability for state sponsored charter schools.				
	Term of Contract:	07/01/2014 – 06/30/2015		Contract # 15847		
43	651	DEPARTMENT OF PUBLIC SAFETY – HIGHWAY PATROL	QUALITY TRI COUNTY JANITORIAL DBA QUALITY JANITORIAL	HIGHWAY	\$12,000	
	Contract Description:	This is a new contract that continues ongoing janitorial services for the Nevada Highway Patrol station in Battle Mountain.				
	Term of Contract:	07/11/2014 – 06/30/2018		Contract # 15880		
44	702	DEPARTMENT OF WILDLIFE	BENNETT, JOY DBA CUSTOM CLEAN	FEES: BOATS AND APPLICATION FEES 25% OTHER FUNDING: INDIRECT COST 75%	\$14,400	
	Contract Description:	This is a new contract that continues ongoing janitorial services for the department's Ely field office.				
	Term of Contract:	07/09/2014 – 07/01/2016		Contract # 15850		
45	431	ADJUTANT GENERAL & NATIONAL GUARD	NDI PLUMBING, INC.	FEDERAL	\$13,259	
	Contract Description:	This is a new contract to repair the lubrication system at the Field Maintenance Shop in Reno due to petroleum system leaks throughout.				
	Term of Contract:	07/14/2014 – 09/30/2015		Contract # 15892		
46	431	ADJUTANT GENERAL & NATIONAL GUARD	DIVERSIFIED SYSTEMS INTERNATIONAL, INC.	FEDERAL	\$25,057	
	Contract Description:	This is a new contract to perform a retrofit of the current Edwards System Technologies fire system at the Stead Training Center. This includes performing full function testing, reprogramming system, and providing basic panel operations training.				
	Term of Contract:	07/14/2014 – 09/30/2014		Contract # 15895		
47	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – PARKS DIVISION	BULLHEAD CITY AZ PARKS & REC DEPARTMENT	OTHER FUNDING	\$15,750	
	Contract Description:	This is a new revenue contract with Bullhead City, AZ Parks and Recreation Department to provide reimbursement to Big Bend of the Colorado State Recreational Area for event overtime.				
	Term of Contract:	07/11/2014 – 08/09/2014		Contract # 15885		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
48	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	RESOURCE CONCEPTS, INC.	GENERAL 66% OTHER FUNDING: TRANSFER FROM TREASURER - REALLOCATED BOND AUTHORITY 34%	\$10,500	
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Phase I Parking Lot Rehabilitation at the Northern Nevada Correctional Center located in Carson City, Nevada; Project No. 13-S0594); Contract No. 104867.				
49		Term of Contract:	07/11/2014 – 06/30/2018	Contract # 15894		
	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	SIERRA CONTROL SYSTEMS, INC.	OTHER FUNDING: RAW WATER SALES	\$16,300	
	Contract Description:	This is the first amendment to the original contract, which provides ongoing preventative maintenance services for the Marlette Supervising Controls and Data Access System. Services include, but are not limited to, computer licensing and software support; preventative maintenance of radio transmitter units; and repair and part replacements. Sites include Virginia City Water System, Stewart Water System, Lakeview Tank, Diversion Dam, Snow Valley Peak, McClellan Peak, Hobart Reservoir, Summit Generator Site, Marlette Pump Site, and Lakeview Office master computers and radio transmitter units. This amendment increases the maximum amount from \$93,844 to \$110,144 due to upgrades needed for the radio system.				
50		Term of Contract:	11/13/2012 – 09/30/2016	Contract # 13851		
	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION – BUILDINGS AND GROUNDS	EXPRESS MESSENGER SYSTEMS, INC. DBA ONTRAC	FEES: MAIL SERVICES FEES	\$21,200	
	Contract Description:	This is the first amendment to the original contract, which provides ongoing overnight interdepartmental mail services, pick-up and delivery, between the Carson City Mail Center and the Las Vegas Mail Center every work day. This amendment extends the termination date from August 31, 2014 to December 31, 2014 and increases the maximum amount from \$254,392 to \$275,592 to ensure continuation of this essential service while the Request for Proposal (RFP) process is reopened. The RFP opened for this service in April 2014 received no bidders.				
51		Term of Contract:	09/01/2010 – 12/31/2014	Contract # 11355		
	702	DEPARTMENT OF WILDLIFE	VILU JANITORIAL SERVICES	FEES	\$21,456	
	Contract Description:	This is a new contract for janitorial services for the department’s Elko Office.				
52		Term of Contract:	07/17/2014 – 07/01/2016	Contract # 15904		
	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	HARRIS CONSULTING ENGINEERS, LLC	BONDS 83% OTHER FUNDING: TRANSFER FROM TREASURER 17%	\$11,500	
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the heating, ventilation and air conditioning control system upgrade at the Desert Willow Treatment Center; Project No. 13-M19; Contract No. 106205.				
		Term of Contract:	? – 06/30/2018	Contract # 15913		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
53	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES – AGING AND DISABILITY SERVICES DIVISION	CUSTOM HOMES BY CHATEAU, LLC	GENERAL 48.30% FEDERAL 51.70%	\$31,191	
	Contract Description:	This is a new contract to provide for painting and flooring installation for Building 1303 and flooring for Building 1304 at Desert Regional Center.				
	Term of Contract:	07/22/2014 – 07/29/2016		Contract # 15875		
54	810	DEPARTMENT OF MOTOR VEHICLES (DMV)	KUHN, SCOTT CHRISTOPHER DBA D&JS CLEANING SERVICE	HIGHWAY	\$10,740	
	Contract Description:	This is a new contract to provide for the janitorial services required at the DMV office located at 973 W. Williams Street, Fallon, Nevada.				
	Term of Contract:	07/17/2014 – 06/30/2015		Contract # 15907		
55	750	DEPARTMENT OF BUSINESS AND INDUSTRY – TAXICAB AUTHORITY	METZ, MONICA B	OTHER FUNDING: TRIP CHARGES	\$19,200	
	Contract Description:	This is a new contract for an Administrative Hearing Officer. The previous contracted Hearing Officer resigned March 26, 2014. The hearing officer will preside over Nevada Taxicab Authority internal Administrative Court to adjudicate cases involving regulatory violations committed by privilege licensees and holders of Certificates of Public Convenience and Necessity.				
	Term of Contract:	04/16/2014 – 12/31/2014		Contract # 15897		

Comments:

15. INFORMATION ITEM

A. Department of Conservation and Natural Resources – Division of State Parks

NRS 321.5954, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending June 30, 2014.

Additional Information:

- **1989 Tahoe Basin Act**
 - The Nevada Division of State Lands closed escrow on June 26, 2014 effectively transferring a Residential Development Right for use in Washoe County. Proceeds

from the sale will be used to support fuels reduction activities in the Lake Tahoe Basin.

- **Lake Tahoe Mitigation Program**

- The agency reports that there was one transfer of an interest in real property during this quarter. That transfer occurred on June 24, 2014 and transferred 810 square feet of Stream Environment Zone Restoration Credit for a project located in Glenbrook, Nevada. Proceeds are deposited to the Nevada Land Bank and will be used to carry out the intent of the Land Bank.
- The agency reports there were no acquisitions of lands or interests in lands during the quarter.

Comments:

16. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

Comments:

***17. FOR POSSIBLE ACTION - ADJOURNMENT**

Motion By:

Seconded By:

Vote:

Comments:

MINUTES

MEETING OF THE BOARD OF EXAMINERS

June 12, 2014

*****Please note the minutes were not recorded properly due to a system malfunction; therefore, there may be portions of the meeting that are not documented in the minutes*****

The Board of Examiners met on Thursday, June 12, 2014 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
Julia Teska, Clerk

Others Present:

Carrie Edlefsen, Department of Tourism and Cultural Affairs – Museums and History Division
Scott Sisco – Department of Corrections
Cyndie Munoz, Department of Motor Vehicles
Leah Lamborn, Department of Health and Human Services, Health Care, Financing and Policy
Terri Cates, Department of Motor Vehicles
Teri Baltisberger, Department of Motor Vehicles
Karlene Johnson, Department of Employment, Training and Rehabilitation
Representatives from Deloitte
David Stewart, Department of Health and Human Services, Welfare and Supportive Services
Dennis Osborn, Department of Public Safety
Jamie Tuddao, Department of Transportation
Amy Garland, Office of Veterans Services
Gary Long, Department of Health and Human Services, Public and Behavioral Health
Sarah Coffman, Legislative Counsel Bureau
John McCuin, Department of Public Safety, Highway Patrol
Katie Armstrong, Office of the Attorney General
Mindy Martini, Department of Education
Lisa Young, Department of Education
Dale Erquiaga, Department of Education
Julie Kidd, Department of Administration, Public Works Division
Sue Smith, Department of Health and Human Services, Welfare and Supportive Services
Mary Woods, Department of Health and Human Services
Naomi Lewis, Department of Health and Human Services, Welfare and Supportive Services
Clark Leslie, Office of the Attorney General
Michael Mc Mahon, Department of Health and Human Services, Welfare and Supportive Services
Todd Myler, Department of Health and Human Services, Aging and Disability Services

Justin Robinson, Department of Health and Human Services, Aging and Disability Services
Michelle Ferrall, Department of Health and Human Services, Aging and Disability Services
David Sater, Department of Health and Human Services, Aging and Disability Services
Alberto Jimenez, Department of Health and Human Services, Aging and Disability Services
John Collins, Department of Corrections
Todd Rich, Department of Business and Industry, Insurance Division
Sandi Bailey, Department of Business and Industry
Mike Lynch, Department of Business and Industry, Insurance Division
Tony Wasley, Department of Wildlife
Jennifer Bauer, Department of Public Safety
Joe Strolin, Agency for Nuclear Projects
Claire Clift, Adjutant General & National Guard
Erin Seward, Department of Health and Human Services, Public and Behavioral Health
Mary Wherry, Department of Health and Human Services, Public and Behavioral Health

PRESS

Cy Ryan, Las Vegas Sun
Sean Whaley, Las Vegas Review Journal
Geoff Dornan, Nevada Appeal

1. PUBLIC COMMENTS

Comments:

Governor: Good morning, everybody. I will call the Board of Examiners' meeting to order. Mr. Secretary, can you hear us loud and clear in Las Vegas?

Secretary of State: Yes, Governor.

Governor: All right then. Let's proceed with Agenda No. 1, Public Comment. Is there any member of the public here in Carson City that would like to provide comment to the Board? Is there anyone present in Las Vegas that would like to provide public comment to the Board?

*2. FOR POSSIBLE ACTION – APPROVAL OF THE MAY 13, 2014 BOARD OF EXAMINERS' MEETING MINUTES

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: We will move to Agenda Item No. 2, Approval of the April 8, 2014 Board of Examiners' Meeting Minutes. Have the members had an opportunity to review the minutes and are there any changes?

Attorney General: Move for approval.

Secretary of State: I'll second the motion.

Governor: Attorney General has moved for approval. The Secretary of State has seconded the motion. Any questions or discussion? All in favor say aye. Aye.

Secretary of State: Aye.

Attorney General: Aye.

Governor: Motion passes 3-0.

*3. 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 Agriculture	3	\$10,500
Department of Veterans Services	1	\$34,018
Total	4	\$44,518

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: Then we will move to the next Agenda item which is State Vehicle Purchases. Ms. Teska.

Clerk: Thank you, Governor. On the Agenda today are four vehicles for purchase, three by the Department of Agriculture, and one by the Department of Veterans Services. These vehicles were all included in their legislatively approved budgets.

Governor: All right. I have no questions. Mr. Secretary?

Attorney General: No, Governor.

Secretary of State: No, Governor.

Governor: The Chair will accept a motion for approval of the state vehicle purchases described in Agenda Item No. 3.

Attorney General: I'll move for approval.

Secretary of State: I'll second the motion.

Governor: Attorney General has moved for approval. The Secretary of State has seconded the motion. Any questions or discussion? All in favor say aye. Aye.

Secretary of State: Aye.

Attorney General: Aye.

Governor: Motion passes 3-0.

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

**Distribution of Salary Adjustments to Departments, Commissions and Agencies,
pursuant to Assembly Bill 511, Sections 6, 7, and 8 of the 2013 Legislative
Session.**

The 2013 Legislature appropriated funds from the State General Fund and State Highway Fund for the purpose of meeting any deficiencies which may be created between the appropriated money of the respective departments, commissions, and agencies of the State of Nevada, as fixed by the 2013 Session of the Nevada Legislature, and the actual salary of each state employee. Pursuant to this legislation, the following amounts from the State General Fund and State Highway Fund are recommended:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND	HIGHWAY FUND
4540	Department of Agriculture – Plant Health and Quarantine Services	\$3,107	
4600	Department of Agriculture – Predatory Animal and Rodent Control	\$6,247	
3710	Department of Corrections - Administration	\$ 128,164	
3711	Department of Corrections - Correctional Programs	\$ 111,314	
3715	Department of Corrections - Southern Nevada Correctional Center	\$ 1,526	
3716	Department of Corrections - Warm Springs Correctional Center	\$ 136,763	
3717	Department of Corrections - Northern Nevada Correctional Center	\$ 314,443	
3723	Department of Corrections - Pioche Conservation Camp	\$ 19,622	
3724	Department of Corrections - Northern Nevada Restitution Center	\$ 5,861	
3751	Department of Corrections - Ely State Prison	\$ 332,408	
3759	Department of Corrections - Lovelock Correctional Center	\$ 162,328	
3760	Department of Corrections - Casa Grande Transitional Housing	\$ 29,601	
3761	Department of Corrections - Florence McClure Women's Correctional Center	\$ 71,051	
3762	Department of Corrections – High Desert State Prison	\$ 30,610	
	Total	\$1,353,045	

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Secretary of State

Vote: 3-0

Comments:

Governor: We will move to Agenda Item No. 4, Salary Adjustments. There are several. Ms. Teska.

Clerk: Thank you, Governor. As we've been approving for the last several months at the Board of Examiners, these requests are for funds that were specifically appropriated to the Board of Examiners for the difference between what was included in the Governor's recommended budget and the legislatively approved budget regarding salaries. Specifically the difference between the two and a half percent and the furlough. I would like to mention that the request for the Department of Agriculture budget account 4540 request should be \$3,017 not \$3,107. This would bring the total of these requests to \$1,352,955. These are all General Fund. The balance remaining in the General Fund Salary Adjustment Account upon approval of these items \$14,646,981. And there are no Highway Fund requests this time. And there is currently a balance of \$1.4 million in the Highway Fund for salary adjustments.

Governor: Okay. Are there any questions?

Attorney General: No, Governor.

Secretary of State: No, Governor.

Governor: The Chair will accept a motion for approval of the salary adjustment funds totaling \$1,352,955 as described in Agenda Item No. 4.

Attorney General: I'll move for approval.

Secretary of State: I'll second the motion.

Governor: Attorney General has moved for approval. The Secretary of State has seconded the motion. Any questions or discussion? All in favor say aye. Aye.

Secretary of State: Aye.

Attorney General: Aye.

Governor: Motion passes 3-0.

***5. FOR POSSIBLE ACTION – AUTHORIZATION TO APPROVE A PROVIDER AGREEMENT**

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

The Aging and Disability Services Division is requesting Board of Examiners' approval of the following agreement forms to enable them to enter into an agreement with providers for services to individuals with intellectual disabilities and related conditions:

1. Supported Living Arrangement
2. Jobs and Day Training Agreement

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

B. Department of Health and Human Services – Division of Child and Family Services

The Division of Child and Family Services is requesting Board of Examiners' approval of a provider agreement for Acute Psychiatric Hospitalization to enlist the services of providers of specialized mental health services and assessments for children and families.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

C. Department of Employment, Training and Rehabilitation – Rehabilitation Division

The Rehabilitation Division is requesting Board of Examiners' approval to retroactively increase the Provider Agreement not to exceed the amount of \$500,000 with Goodwill Industries of Southern Nevada effective October 29, 2013.

Clerk's Recommendation: I recommend approval.

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

Governor: Are there any questions?

Attorney General: No, Governor.

Secretary of State: No, Governor.

Governor: The Chair will accept a motion for approval of the Provider Agreements as described in Agenda Item No. 5.

Attorney General: I'll move for approval.

Secretary of State: I'll second the motion.

Governor: Attorney General has moved for approval. The Secretary of State has seconded the motion. Any questions or discussion? All in favor say aye. Aye.

Secretary of State: Aye.

Attorney General: Aye.

Governor: Motion passes 3-0.

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

A. Department of Administration – Board of Examiners’ – Statutory Contingency Account - \$300,000

Pursuant to NRS 353.268, the Department of Administration requests an allocation of \$300,000 from the Interim Finance Committee Contingency Fund to replenish the Reserve for Statutory Contingency Account.

Clerk’s Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

B. Department of Tourism and Cultural Affairs – Division of Museums and History – \$53,172

Pursuant to NRS 353.268 the Department of Tourism and Cultural Affairs, Division of Museums and History requests an allocation of \$53,172 from the Interim Finance Committee Contingency Fund to fund a shortfall in SFY 2014 of admission charge revenue.

Clerk’s Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

C. Department of Tourism and Cultural Affairs – Division of Museums and History – \$5,969

Pursuant to NRS 353.268 the Department of Tourism and Cultural Affairs, Division of Museums and History requests an allocation of \$5,969 from the Interim Finance Committee Contingency Fund to fund projected shortfalls in utilities as follows:

BA	ACCOUNT	WP #C	AMOUNT
2870	Nevada Historical Society	29318	\$1,898
2940	Nevada State Museum, Carson City	29532	\$4,071
	Total		\$5,969

Clerk's Recommendation: I recommend approval.

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

Comments:

D. Department of Corrections - \$1,199,601

Pursuant to NRS 353.268 the Department of Corrections requests an allocation of \$1,199,601 from the Interim Finance Committee Contingency Fund to fund projected shortfalls in salaries as follows:

BA	ACCOUNT	WP #C	AMOUNT
3711	Correctional Programs	29520	\$ 329,932
3715	Southern Nevada Correctional Center	29483	\$ 2,623
3717	Northern Nevada Correctional Center	29507	\$ 146,144
3724	Northern Nevada Restitution Center	29518	\$ 19,585
3751	Ely State Prison	29509	\$ 493,819
3752	Carlin Conservation Camp	29490	\$ 12,666
3754	Tonopah Conservation Camp	29514	\$ 20,889
3762	High Desert State Prison	29515	\$ 173,943
	Total		\$ 1,199,601

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: Are there any questions?

Attorney General: No, Governor.

Secretary of State: No, Governor.

Governor: The Chair will accept a motion for approval of the requests for allocation from the Interim Finance Committee Contingency Fund as described in agenda item 6.

Attorney General: I'll move for approval.

Secretary of State: I'll second the motion.

Governor: Attorney General has moved for approval. The Secretary of State has seconded the motion. Any questions or discussion? All in favor say aye. Aye.

Secretary of State: Aye.

Attorney General: Aye.

Governor: Motion passes 3-0.

***7. FOR POSSIBLE ACTION – LEASES**

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

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: Are there any questions?

Attorney General: No, Governor.

Secretary of State: No, Governor.

Governor: The Chair will accept a motion for approval of the six leases as described in agenda item 7.

Attorney General: I'll move for approval.

Secretary of State: I'll second the motion.

Governor: Attorney General has moved for approval. The Secretary of State has seconded the motion. Any questions or discussion? All in favor say aye. Aye.

Secretary of State: Aye.

Attorney General: Aye.

Governor: Motion passes 3-0.

***8. FOR POSSIBLE ACTION –CONTRACTS**

One hundred twenty-six independent contracts were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

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

Comments:

Below is conversation in regards to contracts 16, 17, 18, 20, 21, 21-25 and 29. The audio was very hard to transcribe.

Governor: (Inaudible) take us through what's happening.

Unidentified Female Speaker: Absolutely. Happy to do that. There are actually three different types of contracts here, and so I just wanted to point out the ones that I'll kind of cluster them together. Contract 16, 17, 20, 21, 22 and 26, 25, sorry, are contracts for our international markets. And these are for representation in our (inaudible) international marketing and sales markets. And what we had -- what I got here, we had a contract model in place for these that was such that we had -- the contract with these representative agencies, the funds were those that were directed right at that agency. So they were the fees that the agency would receive for doing work on our behalf.

There is, as all of our agencies have, also a group of out of pocket expenses that go to external companies that do brochures and do videos and do all of this other work. So the model that they were using -- we were using was that we had the contract itself were for the fees, but for those out of pocket expenses we paid them separately and the agencies would then be a pass through out to these other companies. So they didn't actually receive those dollars, but the dollars did go through them.

That's not the best contracting standard, so we modified those contracts, so now that you'll see that it is the total amount of the fees than the out of expenses. They differ from market to market based on the market needs, but it really is just an evolution of better contracting standards, and that's why you see the change in the international contracts. It's somewhat the same for...

Governor: (Inaudible) international contract.

Unidentified Female Speaker: Yes.

Governor: Is there a way that you measure performance on those?

Unidentified Female Speaker: Yes, absolutely. Each of these agencies are required to provide us with a quarterly report. And the quarterly report will -- and an annual plan, so the report will measure the number of sales leads we received. It will measure the number of what we call itinerary so that we are being sold in their itineraries that they're selling out to their clients. So really how much more we are being promoted. It will talk about the media impressions. We do a fairly sizeable media report on the coverage and how our messages are getting out there. So they do a pretty comprehensive quarterly report. All of our markets, even some of them are not in here, China, Mexico, some others, and they are all required to do a measurement report. Measurement report, (inaudible) report and everything that we do at NCOT, so they also have to comply with those pretty strict measurement requirements.

Governor: So it's implied that (inaudible) state contracting with these folks that they're doing all right?

Unidentified Female Speaker: Yes. And we have change. I mean, we have a new company in Canada because we didn't like what the old company was doing. They just weren't meeting our needs, and so we changed. And with all of our agencies, whether they be domestic or international, we certainly look at what they do and to make sure it's the right fit from a performance standpoint. And I know it's important from a personality standpoint that they work well with our team. And we're always measuring that and we make changes based on their ability or inability to meet those needs.

Governor: Thank you.

Unidentified Female Speaker: So then -- thanks. Then from the -- and then Contract No. 18, 23 and 24. A situation that I had when I got here, and this is also rectifying that, is that we were doing media buying without having contracts, which is mystifying to me, with media buying companies. So we went through an RFQ process and did find three companies that we deem to be qualified to do this for us. And then the idea is that we currently do two major campaigns per year. And then prior to those campaigns, we would ask each of those qualified agencies to submit a proposal. And we would select the agency to do the campaign based on their proposal. Some of these agencies do have more experience in a winter campaign and in promoting that audience, and some are going to have more experience with a summer campaign. Proof which is under Burson Marsteller is a digital company, so that's their expertise. We always look for best in class -- best in class expertise.

So that's modifying those original contracts, which again was that same situation where we had the fees that the agencies, because they get commissions and fees, would go directly to the agencies. And then the media buying which goes out to those media companies was separate. We certainly can pay those media companies individually. It's easy enough to do. It's just a little more efficient to have it all run through the agency. So that's the modification of these contracts to make sure that all those funds are shown here. So it's a little bit misleading in that we are going to spend \$36 million in the next two years.

Governor: That was my next question.

Unidentified Female Speaker: But our media buy per year is about \$6 million. It's about \$5.8 million per year. So that plus commissions and fees brings us up to the \$12 million for two years. And so they could -- this is an up to amount for each of these agencies.

Governor: Okay.

Unidentified Female Speaker: And on the third one in here which is the Dean Runyan Associates, they are the group that does our economic impact research. So we do -- every two years we'll do economic impact and really look at a county level, how -- the economic impact of tourism on counties. And they measure a number of different parameters from lodging to some usage taxes and all that sort of thing. And that's an important piece of research that we do, so

that's just a general normal contract with Dean Runyan Associates. We went through a regular RFP process. And that is renewal of that contract.

Governor: And this is also the end result of responding to (inaudible)?

Unidentified Female Speaker: Yes and no. We were -- most of these we were in the process of solving when the legislative audit came to our doorstep. And we had kind of worked through resolution and how we knew we had to do that, but we certainly -- you know, we looked for every type of audit to help us do what we do better. We're always hoping for that. So it certainly meets the needs of that legislative audit plus what we know to be best practices in contracting, so...

Governor: So does that essentially resolve any outstanding issues with the way that the Department of Tourism contracts?

Unidentified Female Speaker: Yes. We have somewhat of an issue with the overall marketing agency contract, in that I would like more flexibility in a contract than they would like to see in a contract. From a marketing standpoint, it ties our hands if we are too black and white about the deliverables that come to us. Because marketing today is different from marketing two years ago, and I really don't want to be tied in to real specifics, into the RY and how we achieve the goals we are going to achieve. Absolutely in a contract. But they want a little bit more specificity than I think is prudent in our world.

So we continue to work with them in determining what the right balance is. And, again, we will -- any input is welcome. And we hope to have that whole process wrapped up by July, but that's kind of the one area that it's very different from an auditing perspective than it is from a marketing perspective in what, you know, what really is the right mix in a contract.

Governor: Anything else, (inaudible)?

Unidentified Female Speaker: I have nothing else, but any other questions, happy to answer.

Governor: Questions from Board members?

Attorney General: No, Governor.

Governor: Thank you very much.

Unidentified Female Speaker: Thank you.

Governor: We'll move to Contract 29, the Department of Ed and (inaudible). Good morning, Mr. Superintendent.

Dale Erquiaga: Good morning, Governor. For the record, I'm Dale Erquiaga. I'm the Superintendent of Public Instruction (inaudible) active director of the Department of

Employment, Training and Rehabilitation. I appreciate the opportunity to discuss this contract. This is an issue that has been before the Board previously. The Board will recall that in its first iteration the JAG program in Nevada was administered by the Community Services Agency. Through a competitive process that contract was awarded. And I would like to publicly acknowledge their contribution to this program. In its early years they have been absolutely stellar in helping us through the Department of Ed and through the Department of Employment, Training and Rehabilitation reach the students.

In the 2013 legislature, the Governor and the body approved the contract amount that you see before you, specifically for job -- for America's Graduates Program. And so this -- the goal of this administration has been to create a JAG organization within Nevada so that we would have that specific new non-profit here. That work has been completed. Paperwork was filed with the secretary of course. And the organization's 501C3 letter has been awarded retroactive to November. So the Jobs for Nevada graduates first executive director is Dr. Ray Cantu (sp?) who I believe is present in Las Vegas. A great Nevada story, as the Governor is well aware.

Governor: Yes.

Dale Erquiaga: Dr. Cantu applied to be the Superintendent of Public Instruction when I did. And so we are thrilled to have him remain helping students in this very important capacity. He's a great hire for this organization. I give you all of that background because this is a sole source contract. The contract was directed to this organization which was caused to be created by the budgetary act. Ms. Teska is very familiar with it. She was here then. I also gave you that information because at the request of the Governor, Mr. Praya (sp?) and I serve on this initial board of directors, so we will be leaving the startup board prior to July 1 when the permanent board will go in place that will actually administer the contract before you. It's an unusual situation that my agency is directed by law to award this money and it has been sole sourced to an organization that you have asked me to help get started. So before we are in a compliant situation, I will be off the board as, well, the director. I spoke with your office this morning. Those appointments are still in flux waiting for you to make those final appointments. But I just wanted to make that full level of disclosure.

So the Board knows, thanks to Dr. Cantu, the program will expand to 20 schools in Nevada next year. He will be operating in Clark, Washoe, Carson, Lyon, Mineral, Elko, Lincoln and White Pine school districts. 18 of those sites will be multi-year program sites, will reach kids throughout their high school career. In addition there's a program at a middle school in Hawthorne, and an alternative school site here in Carson City. So it's essentially double the work that the program has done in its founding years. So I really credit Dr. Cantu. He has also secured, courtesy of the Clark County school district, a contribution of facility space at a high school, which is a great way for our staff to -- or his staff to interact with the schools, and also in Sparks. It's Sparks (inaudible) they will have an office.

After much work on the Governor's part and the approval of this Board in the past, this organization will really be up and running and reaching many more students in the coming year. Any questions I'll be happy to answer, sir.

Governor: Thank you, Mr. Superintendent. Dr. Cantu, I wanna give you an opportunity to make any comment that you have. I'd love to hear your firsthand observations with regard to the progression of JAG.

Ray Cantu: Thank you, Governor. Ray Cantu, for the record, Interim Executive Director for JAG. I'm very excited that we will be in actually 21 schools across the state, in addition to the 7 schools that were previously served. We've added 10 schools here in Clark County. We have made 10 offers and had 9 accepted, so this is for JAG specialist positions here in Clark County. So we will be running in full force here. In addition, we have added the high school in (inaudible) with Lincoln County, as well as West Wendover High School in Elko County, as additional high school programs. We've got 15 staff members hired so far. And the Clark County specialists will report directly to the non-profit and the rest in other counties will be employees of the school district. So it will be a hybrid program where we have both direct hire JAG specialists as well as JAG specialists who work for the program. So we anticipate working with approximately 700 to 720 young people and help them to graduate.

And just to add, I was at White Pine High School about three weeks ago. And it was a tremendous program. They've done tremendous work. Forty percent of the young people there were adjudicated or have been on probation were all on track to graduate. According to the principal, 9 of the 20 kids who just graduated at White Pine High School in the program, all (inaudible) seniors graduated, but 9 of them were not on track to graduate, but for JAG they are now -- they have received their diploma and are going on to work or to Great Basin College for other opportunities. So we plan to do much more of the same across the street, Governor.

Governor: That's great news. Any questions from Board members? What high school will you be based in, Dr. Cantu?

Ray Cantu: We will be in Spring Valley High School.

Governor: All right. Okay. I have nothing further. Questions? Thank you. Next contract (inaudible).

Christine Mackie: Good morning.

Governor: Could you state your name, please?

Christine Mackie: My name is Christine Mackie, and I'm with the Division of Public and Behavioral Health.

Governor: All right. I guess my only question on this is one that I've asked before. Do you know what the administrative rate is that is being charged by (inaudible)?

Christine Mackie: On this particular contract?

Governor: Yes.

Christine Mackie: There's no indirect or administrative cost associated with this contract.

Governor: So all money's going to be going towards the (inaudible) piece?

Christine Mackie: Directly, because it's a service contract. And it's modeled somewhat after the School of Medicine's format.

Governor: That was my only question. Thank you. The next is (inaudible) contract (inaudible).

Unidentified Male Speaker: (Inaudible) program which states at risk (inaudible) the areas that are targeted or areas where (inaudible), but still is some value to (inaudible). This is just one of several contracts (inaudible).

Governor: All right. (Inaudible) can you address that?

Unidentified Male Speaker: Absolutely. (Inaudible) using the state (inaudible) is that there's already some used by (inaudible) in these areas, and so (inaudible) timely response as possible (inaudible) responses as soon as three to five years. So rather than waiting for us to find it, we can utilize it, we should be able to benefit almost immediately in these areas. This particular contract will address...

Governor: Are there any further questions??

Attorney General: No, Governor.

Secretary of State: No, Governor.

Governor: I will be abstaining from contracts 70-71. I would like to make a motion to approve contracts 1-69 and 72-126.

Attorney General: I'll move for approval.

Secretary of State: I'll second the motion.

Governor: Attorney General has moved for approval. The Secretary of State has seconded the motion. Any questions or discussion? All in favor say aye. Aye.

Secretary of State: Aye.

Attorney General: Aye.

Governor: Motion passes 3-0.

Secretary of State: I will make the motion to approve contracts 70 and 71.

Attorney General: I'll move for approval.

Secretary of State: I'll second the motion.

Secretary of State: Attorney General has moved for approval. I will second the motion. seconded the motion. Any questions or discussion? All in favor say aye. Aye.

Attorney General: Aye.

Secretary of State: Aye. Motion passes 2-0

9. INFORMATIONAL ITEM

Pursuant to AB 41 of the 2013 Legislative Session, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Below is a list of all applicable approvals for contracts and amendments approved from April 16, 2014 through May 16, 2014.

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1	440	CORRECTIONS	FRIENDSHIP CABLE OF TEXAS, INC. DBA CORRECTIONAL CABLE TV	OTHER: INMATE WELFARE FUND	\$37,470	
	Contract Description:	This is the second amendment to the original contract, which continues ongoing services to provide incarcerated offenders throughout the Nevada Department of Corrections with satellite television. The first amendment decreased the original contract amount of \$1,009,316.10 by \$4,409.61 for a new maximum contract amount of \$1,004,906.49. Due to the closure of Nevada State Prison (NSP) the cable provider no longer had to maintain the equipment at NSP and therefore, re-allocated the equipment savings to the other facilities which did not include the camps. This amendment increases the contract amount by \$37,470.00 for a new contract amount of \$1,042,376.49 and extends the contract two (2) months to allow State Purchasing the necessary time they require to complete the contract negotiations and to make a contract award.				
	Term of Contract:	07/01/2010 – 08/30/2014		Contract # 11126		
#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
2	611	GAMING CONTROL BOARD	ALARMCO, INC.	GENERAL	\$10,500	
	Contract Description:	This is the third amendment to the original contract, which provides ongoing burglary alarm system maintenance, monitoring, and response to the Gaming Control Board's Technology Division. This amendment modifies the scope of work to include moving certain security equipment in conjunction with a remodel, extends the termination date from June 30, 2014 to February 29, 2016 and increases the maximum amount from \$6,500 to \$17,000 due to the expanded scope of work, extending the termination date, and an increased number of necessary service calls.				
	Term of Contract:	03/01/2012 – 02/29/2016		Contract # 13046		
3	101	COMMISSION ON TOURISM	AMADOR STAGE LINES, INC.	OTHER: LODGING TAX	\$49,999	

	Contract Description:	This is the first amendment to the original contract, which provides ongoing transportation in conjunction with the Nevada Commission on Tourism (NCOT) conducting familiarization tours in northern Nevada as a tool to showcase the state to tour operators and travel journalists. The best way for tour operators to sell tours and travel journalists to write about Nevada is to see and experience the product for themselves by NCOT offering hosted tours. This amendment increases the maximum amount from \$20,000 to \$69,999 to cover the cost of additional transportation needs that were not anticipated at the time of the original contract.				
		Term of Contract:	04/03/2012 – 03/30/2016	Contract # 13180		
4	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	WET LAB	FEDERAL	\$25,000	
	Contract Description:	This is the first amendment to the original contract, which provides services that shall include, but are not limited to, analysis and/or collection of environmental samples, consultation, analysis reports, collection records, Quality Assurance and Quality Control (QA/QC) reports for the Nevada National Guard facilities statewide. This amendment increases the maximum amount from \$38,000 to \$63,000 due to additional analysis and/or collection of environmental samples for the duration of the contract period.				
		Term of Contract:	04/03/2012 – 03/08/2016	Contract # 13186		
5	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION	FAAD JANITORIAL, INC.	OTHER: ALL DETR BUDGET ACCOUNTS	\$5,000	
	Contract Description:	This is the first amendment to the original contract which continues ongoing emergency, special projects and temporary janitorial services for various owned and leased department facilities, (as needed) for services not covered in the scope of work of regularly contracted vendors. This amendment increases the maximum amount from \$9,500 to \$14,500 and extends the termination date from June 30, 2014 to June 30, 2016 due to the continued need for these services.				
		Term of Contract:	07/01/2012 – 06/30/2016	Contract # 13339		
6	040	SECRETARY OF STATE	COAST HOTELS AND CASINOS, INC. DBA GOLD COAST HOTEL AND CASINO	FEES: REGISTRATION FEE	\$21,000	
	Contract Description:	This is the first amendment to the original contract, which provided for monthly room rental to conduct two-day Notary Training classes in Southern Nevada as required by NRS 240.018 effective July 13, 2012, through June 30, 2014. This amendment increases the maximum amount from \$60,000 to \$81,000 and extends the expiration date from June 30, 214, to February 1, 2015, due to the continued need for these services.				
		Term of Contract:	07/13/2012 – 02/01/2015	Contract # 13522		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
7	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF WELFARE AND SUPPORTIVE SERVICES	DEPENDABLE HIGHWAY EXPRESS	GENERAL 35% FEDERAL 65%	\$15,083	
	Contract Description:	This is the second amendment to the original contract that provides ongoing commercial freight delivery services for printed paper products between state locations in Carson City and Las Vegas. The Division of Welfare and Supportive Services (DWSS) Publications unit publishes over 900 types of forms and envelopes, which are used by the public, clients, and DWSS staff and distributes them to all Northern DWSS district and field offices and to one Southern DWSS location for further distribution. This amendment revises the consideration language, extends the termination date from June 30, 2014 to June 30, 2015, increases the maximum amount from \$18,690 to \$33,773, and adds Attachment E: Pricing.				
	Term of Contract:	07/05/2012 – 06/30/2015	Contract # 13571			
8	654	DEPARTMENT OF PUBLIC SAFETY – DIVISION OF EMERGENCY MANAGEMENT	KVH INDUSTRIES, INC.	FEDERAL	\$31,487	
	Contract Description:	This is the second amendment to the original contract, which continues ongoing, on-demand satellite communication services. This amendment extends the termination date from June 30, 2014 to June 30, 2015 and increases the maximum amount from \$73,912.07 to \$105,399 due to continued need for the service.				
	Term of Contract:	07/01/2012 – 06/30/2015	Contract # 13609			
9	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	RAY HEATING PRODUCTS, INC. DBA RHP MECHANICAL SYSTEMS	FEES: BUILDING RENT FEES	\$22,368	
	Contract Description:	This is the first amendment to the original contract which provides ongoing HVAC and water treatment services for Nevada Early Intervention and HVAC services for Nevada Historical Society. This amendment extends the termination date from August 31, 2015 to August 31, 2017 and increases the maximum amount of the contract from \$12,368 to \$34,736 due to the continued need for these services.				
	Term of Contract:	08/27/2013 – 08/31/2017	Contract # 14765			
10	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	ROUNDS ENGINEERING, LTD DBA CR ENGINEERING	BONDS 79% OTHER: TRANSFER FROM TREASURER'S OFFICE 21%	\$44,000	
	Contract Description:	This is the first amendment to the original contract, which provides professional architectural/engineering services for the HVAC Systems Renovation at the Northern Nevada Correctional Center; Project No. 13-M17; Contract No. 82213. This amendment increases the maximum amount from \$58,000 to \$102,000 and provides design and construction administration services for additional mechanical, electrical and structural engineering scope in the prison industries buildings at the Northern Nevada Correctional Center; Project No. 13-M17; Contract No. 82213.				
	Term of Contract:	10/08/2013 – 06/30/2017	Contract # 14911			
11	654	DEPARTMENT OF PUBLIC SAFETY – DIVISION OF EMERGENCY MANAGEMENT	JOHN CRAIG DBA J&S DIGITAL SATELLITE	GENERAL 25% FEDERAL 75%	\$10,315	
	Contract Description:	This is the first amendment to the original contract, to provide materials and installation of DirecTV equipment to integrate Las Vegas channels (ABC, NBC, CBS, FOX) in the division's Emergency Operations Center in Carson City. This amendment increases the maximum amount from \$4,937.98 to \$15,252.96 to add the provision of Charter Communications digital signals and local 'over the air' signals to the division's Emergency Operations Center in Carson City.				
	Term of Contract:	02/14/2014 – 06/30/2014	Contract # 15209			

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
12	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	SAN JOAQUIN CHEMICALS, INC.	FEES: BUILDING RENT FEES	\$25,000	
	Contract Description:	This is the first amendment to the original contract, which continues ongoing chemical water treatment service to various heating, ventilation, and air conditioning to closed and open water loops at various state-owned facilities in the Carson City area. This amendment increases the amount from \$74,600 to \$99,600 to cover costs of associated with an increase in repair services.				
	Term of Contract:	02/04/2014 – 01/31/2018	Contract # 15246			
13	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF WELFARE AND SUPPORTIVE SERVICES	DOUGLAS COUNTY DISTRICT COURT CLERK	FEDERAL 66% OTHER: STATE SHARE OF COLLECTIONS	\$45,138	
	Contract Description:	This is a new interlocal agreement that continues to provide hearing master and court services for the Child Support Enforcement Program for the purpose of enforcing support obligations owed by non-custodial parents to their children, locating non-custodial parents, establishing paternity, obtaining financial and medical support, and adjusting support orders.				
	Term of Contract:	07/01/2014 – 06/30/2018	Contract # 15400			
14	550	DEPARTMENT OF AGRICULTURE	NEVADA BEEF COUNCIL	FEES: BEEF PROMOTION ASSESSMENT	\$48,000	
	Contract Description:	This is a new interlocal agreement between the Nevada Department of Agriculture's Brand Inspection Program and the Nevada Beef Council. The agreement will provide reimbursement to the Brand Inspection Program, in a fixed sum each month, to cover program expenses incurred collecting the Beef Promotion Assessment, as required per the Code of Federal Regulations (CFR): 7 CFR 1260.310 & 1260.311 (c).				
	Term of Contract:	05/01/2014 – 03/31/2016	Contract # 15434			
15	431	ADJUTANT GENERAL AND NATIONAL GUARD – MILITARY	QUALITY TRI COUNTY JANITORIAL DBA QUALITY JANITORIAL	GENERAL 75% FEDERAL 25%	\$42,240	
	Contract Description:	This is a new contract to re-establish custodial services for the Winnemucca Armory for four consecutive fiscal years.				
	Term of Contract:	05/06/2014 – 05/13/2018	Contract # 15441			
16	550	DEPARTMENT OF AGRICULTURE	ELLINGSON, SUSANNE DBA ROYAL PANE JANITORIAL	FEES: LIVESTOCK INSPECTION FEES 76% OTHER: DEVICE TESTING FEES 24%	\$26,400	
	Contract Description:	This is a new contract to provide janitorial service to the Department of Agriculture's Elko Offices.				
	Term of Contract:	07/01/2013 – 06/30/2017	Contract # 15446			
17	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF WELFARE AND SUPPORTIVE SERVICES	REGIONAL TRANSPORTATION COMMISSION	GENERAL 50% FEDERAL 50%	\$40,000	
	Contract Description:	This is a new interlocal agreement that continues ongoing purchases of bus passes for the purpose of providing transportation to the Supplemental Nutrition Assistance Program (SNAP) employment and training participants in Washoe County, who must participate in work activities as a condition of receiving SNAP benefits.				
	Term of Contract:	07/01/2014 – 06/30/2018	Contract # 15463			

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
18	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH DIVISION	NEVADA ENERGY SYSTEMS, INC.	GENERAL	\$10,000	
	Contract Description:	This is a new contract to provide periodic generator maintenance and emergency generator repairs on the Northern Nevada Adult Mental Health Services campus.				
		Term of Contract:	04/29/2014 – 06/30/2017	Contract # 15481		
19	030	ATTORNEY GENERAL'S OFFICE	KAMER ZUCKER ABBOTT	OTHER: INSURANCE PREMIUM TRUST FUND	\$45,000	
	Contract Description:	This is a new contract to provide ongoing outside counsel legal defense of a tort related lawsuit filed against the 8 th Judicial District Court.				
		Term of Contract:	10/11/2013 – 06/30/2015	Contract # 15516		
20	748	DEPARTMENT OF BUSINESS AND INDUSTRY – REAL ESTATE DIVISION	GREINER, JILL DBA LAW OFFICE OF JILL GREINER	FEES: ADR FILING FEES	\$25,000	
	Contract Description:	This is a new contract to impanel the contractor to the Real Estate Division's Alternative Dispute Resolution panel. The panel will mediate disputes between parties concerning common-interest communities, including, without limitation, the interpretation, application and enforcement of covenants, conditions and restrictions pertaining to residential property and the articles of incorporation, bylaws, rules and regulations of an association. AB370 gives authority to the Division to create this program and impanel referees, mediators and arbitrators.				
		Term of Contract:	05/13/2014 – 06/30/2015	Contract # 15519		
21	748	DEPARTMENT OF BUSINESS AND INDUSTRY – REAL ESTATE DIVISION	MICHAEL G CHAPMAN, PC DBA CHAPMAN LAW FIRM, PC	FEES: ADR FILING FEES	\$25,000	
	Contract Description:	This is a new contract to impanel the contractor to the Real Estate Division's Alternative Dispute Resolution panel. The panel will mediate disputes between parties concerning common-interest communities, including, without limitation, the interpretation, application and enforcement of covenants, conditions and restrictions pertaining to residential property and the articles of incorporation, bylaws, rules and regulations of an association. AB370 gives authority to the Division to create this program and impanel referees, mediators and arbitrators.				
		Term of Contract:	05/13/2014 – 06/30/2015	Contract # 15529		
22	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH	GARDNER ENGINEERING, INC.	GENERAL	\$15,505	
	Contract Description:	This is a new contract to remove and replace two heating/cooling coils and enlarge a door area in order to provide coil access.				
		Term of Contract:	05/27/2014 – 06/30/2015	Contract # 15535		
23	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF HEALTH CARE, FINANCING AND POLICY	CAPTIONS UNLIMITED OF NEVADA, INC.	GENERAL 50% FEDERAL 50%	\$24,000	
	Contract Description:	This is a new contract which provides ongoing real time captioning services for staff that are hearing impaired. The Division of Health Care, Financing and Policy currently has hearing impaired staff and this service assists with meetings and training both on and off site including conference calls by having a live person available in person or by telephone to interpret and provide a real time written transcript.				

		Term of Contract:	07/01/2014 – 06/30/2018	Contract # 15538		
#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
24	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES	WESTERN STATES FIRE PROTECTION COMPANY DBA STATEWIDE FIRE PROTECTION	GENERAL 40.9% FEDERAL 56.6% OTHER: RENTAL INCOME 2.5%	\$46,364	
	Contract Description:	This is a new contract that continues ongoing quarterly fire sprinkler inspections and semi-annual fire alarm inspections for agency owned buildings located at 6171 W Charleston Blvd in Las Vegas.				
		Term of Contract:	05/06/2014 – 04/30/2018	Contract # 15547		
25	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES	ANYTIME PLUMBING, INC.	GENERAL	\$24,000	
	Contract Description:	This is a new contract that continues ongoing plumbing repairs on an as needed basis for Summit View Youth Correctional Center.				
		Term of Contract:	07/01/2014 – 06/30/2018	Contract # 15548		
26	650	DEPARTMENT OF PUBLIC SAFETY – DIRECTOR'S OFFICE	TEAMWORKS CONSULTING, INC.	OTHER: FORFEITURES	\$10,000	
	Contract Description:	This is a new contract to provide for a programmer to create or revise Nevada Offense Codes (NOC) based on the changes enacted in the 2013 Legislative Session.				
		Term of Contract:	05/05/2014 – 06/30/2014	Contract # 15551		
27	702	DEPARTMENT OF WILDLIFE	MT MAPPING	OTHER: ROYALTIES	\$45,000	
	Contract Description:	This is a new contract to receive royalty payments from a private company that will sell unique digital products containing copyrighted data owned and provided by the Department of Wildlife (NDOW). NDOW will grant MT Mapping & GPS a license to use the data in products such as GPS unit maps and a smart phone application.				
		Term of Contract:	04/17/2014 – 06/30/2015	Contract # 15564		
28	300	DEPARTMENT OF EDUCATION	DEPARTMENT OF ADMINISTRATION HEARINGS DIVISION	FEES: TEACHER LICENSURE FEES	\$10,000	
	Contract Description:	This is a new interlocal contract to conduct Administrative Hearings for the Department of Education.				
		Term of Contract:	05/13/2014 – 06/30/2017	Contract # 15568		
29	902	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – EMPLOYMENT SECURITY DIVISION	INTERPRETING LINE, INC.	OTHER: ALL DETR BUDGET ACCOUNTS	\$49,500	
	Contract Description:	This is a new contract that continues ongoing interpretation services at Unemployment Insurance hearings and other meetings in the Las Vegas area. These require interpreters to be fluent in both languages and the interpretation must be on a word-for-word basis for clients.				
		Term of Contract:	06/01/2014 – 05/31/2016	Contract # 15573		
30	748	DEPARTMENT OF BUSINESS AND INDUSTRY – REAL ESTATE DIVISION	KEVIN LEE	GENERAL	\$10,000	
	Contract Description:	This is a new contract to provide appraisal review services, in compliance with the uniform Standards of Professional Appraisal Practice in order to assist the Division with completing investigations within the twelve month Federal guidelines.				

		Term of Contract:	05/01/2014 – 06/30/2015	Contract # 15601		
#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
31	748	DEPARTMENT OF BUSINESS AND INDUSTRY – REAL ESTATE DIVISION	JOHN CATALANO	GENERAL	\$10,000	
	Contract Description:	This is a new contract to provide appraisal review services, in compliance with the uniform Standards of Professional Appraisal Practice in order to assist the Division with completing investigations within the twelve month Federal guidelines.				
		Term of Contract:	05/01/2014 – 06/30/2015	Contract # 15602		
32	748	DEPARTMENT OF BUSINESS AND INDUSTRY – REAL ESTATE DIVISION	KELLY WADE	GENERAL	\$10,000	
	Contract Description:	This is a new contract to provide appraisal review services, in compliance with the uniform Standards of Professional Appraisal Practice in order to assist the Division with completing investigations within the twelve month Federal guidelines.				
		Term of Contract:	05/01/2014 – 06/30/2015	Contract # 15603		
33	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF WELFARE AND SUPPORTIVE SERVICES	BERES, GINNIE DBA ROADRUNNER JANITORIAL SERVICE	GENERAL 33% FEDERAL 67%	\$32,400	
	Contract Description:	This is a new contract that continues ongoing janitorial services at the Division of Welfare and Supportive Services Pahrump District Office, two days a week.				
		Term of Contract:	07/01/2014 – 06/30/2018	Contract # 15607		
34	902	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – EMPLOYMENT SECURITY DIVISION	GEN TECH OF NEVADA, INC.	OTHER: ESD SPECIAL FUND	\$21,561	
	Contract Description:	This is a new contract that continues ongoing annual scheduled maintenance, load testing, and biweekly operational inspection for the KATOLKITE 1500kilowatt diesel generator, which is located at 2800 E. St. Louis Avenue, Las Vegas.				
		Term of Contract:		Contract # 15608		
35	611	GAMING CONTROL BOARD	ACCURATE BUILDING MAINTENANCE, LLC	GENERAL	\$15,000	
	Contract Description:	This is a new contract that continues ongoing janitorial services to the Gaming Control Board's Technology building in Las Vegas.				
		Term of Contract:	06/01/2014 – 05/31/2015	Contract # 15613		
36	431	ADJUTANT GENERAL AND NATIONAL GUARD – MILITARY	HARRIS CONSULTING ENGINEERS, LLC	FEDERAL	\$36,130	
	Contract Description:	This is a new contract to design a 180 Kilowatt Photovoltaic (PV) system to service the Nevada Army National Guard Field Maintenance Shop in Las Vegas. The design will include calculations based on final system size, preparation of final drawings and specifications, coordination with Engineer of Record for the base building, coordination with the existing design team for inverter location and other PV components, all structural engineering considerations related to the system installation, and all construction administration services throughout the build period to include functional test of the system once operational.				
		Term of Contract:	05/06/2014	Contract # 15615		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
37	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	FRAME ARCHITECTURE, INC.	GENERAL 53% BONDS 47%	\$18,500	
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the analysis of the building system, Bryan Building; Project No. 13-S01(9a); Contract No. 99751. The Building has numerous roofing and building envelope issues. These issues have caused several offices to shut down, meetings to be canceled, and personnel to be moved. This contract scope is to determine the best means possible to make repairs which will preserve the life of the roof.				
		Term of Contract:	05/06/2014 – 06/30/2018	Contract # 15624		
38		DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	FAAD JANITORIAL, INC.	FEES: BUILDING RENT FEES	\$ 44,588	
	Contract Description:	This is a new contract to provide ongoing janitorial services to the Nevada Highway Patrol located at 357 Hammill Way, Reno, Nevada.				
		Term of Contract:	08/01/2014 – 07/31/2018	Contract # 15628		
39	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES	ABM BUILDING SERVICES, LLC	GENERAL	\$24,000	
	Contract Description:	This is a new contract that continues ongoing HVAC repairs on an as needed basis for the Summit View Youth Correctional Center.				
		Term of Contract:	07/01/2014 – 06/30/2018	Contract # 15637		
40	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH	GENERAL 39.3% FEDERAL 59.7% OTHER: PATIENT COLLECTIONS 1%	\$10,000	
	Contract Description:	This is a new interlocal agreement that continues ongoing snack services to youth residing at Northern Nevada Child and Adolescent Services' Adolescent Treatment Center located on the Northern Nevada Adult Mental Health Services grounds.				
		Term of Contract:	07/01/2014 – 06/30/2016	Contract # 15644		
41	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	FAAD JANITORIAL, INC.	FEES: BUILDING RENT FEES	\$21,287	
	Contract Description:	This is a new contract which provides ongoing janitorial services for the Purchasing Warehouse located at 2250 Barnett Way, Sparks.				
		Term of Contract:	08/01/2014 – 07/31/2018	Contract # 15648		
42	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	CROOK, RAY DBA RPC ROOF CONSULTING SERVICES	BONDS 47% OTHER: TRANSFER FROM TREASURER 53%	\$49,750	
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the roof replacement, Phase 2, Florence McClure Women's Correctional Center; Project No. 13-S01(4); contract No. 99750.				
		Term of Contract:	05/02/2014 – 06/30/2018	Contract # 15664		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
43	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH	LANDAIRE SALES CORP DBA RLS CONSULTING	GENERAL	\$48,000	
	Contract Description:	This is a new contract to design and develop software to interface Nevada Medicaid data and the Women's Health Connection Data System (Cancer and Screening Tracking System - CaST) to allow for the continued tracking of Women's Health Connection clients who transition to Medicaid for the use of case management, follow-up, reimbursement, and surveillance data analysis.				
	Term of Contract:	05/16/2014 – 06/29/2014	Contract # 15665			
44	748	DEPARTMENT OF BUSINESS AND INDUSTRY – REAL ESTATE DIVISION	MARK WARREN	GENERAL	\$10,000	
	Contract Description:	This is a new contract to provide appraisal review services, in compliance with the Uniform Standards of Professional Appraisal Practice in order to assist the Division with completing investigations within the twelve month Federal guidelines.				
	Term of Contract:	05/20/2014 – 06/30/2015	Contract # 15668			
45	748	DEPARTMENT OF BUSINESS AND INDUSTRY – REAL ESTATE DIVISION	ANTHONY J WREN AND ASSOCIATES	GENERAL	\$10,000	
	Contract Description:	This is a new contract to provide appraisal review services, in compliance with the Uniform Standards of Professional Appraisal Practice in order to assist the Division with completing investigations within the twelve month Federal guidelines.				
	Term of Contract:	05/20/2014 – 06/30/2015	Contract # 15669			
46	431	ADJUTANT GENERAL AND NATIONAL GUARD – MILITARY	KUSTOM KOATING, INC.	FEDERAL	\$24,975	
	Contract Description:	This is a new contract to provide asphalt repair to the tarmac located at the Army Aviation Support Facility at Stead.				
	Term of Contract:	05/06/2014 – 08/30/2014	Contract # 15670			
47	431	ADJUTANT GENERAL AND NATIONAL GUARD – MILITARY	PRESTIGE FLOORING, INC.	GENERAL 25% FEDERAL 75%	\$19,306	
	Contract Description:	This is a new contract to replace carpeting at the Plumb Lane Armory in Reno (in all areas except the drill hall). The contractor will remove the old carpet, clean, level, and prepare the floors and install new carpet that was chosen by armory staff.				
	Term of Contract:	05/07/2014 – 06/30/2014	Contract # 15671			
48	431	ADJUTANT GENERAL AND NATIONAL GUARD – MILITARY	LUMOS & ASSOCIATES	FEDERAL	\$34,900	
	Contract Description:	This is a new contract to prepare a study for the feasibility of placing a 10,000 square yard military vehicle parking lot to the south of the Las Vegas Readiness Center on existing property, including surveys, preliminary designs, and cost estimate.				
	Term of Contract:	05/06/2014 – 09/30/2014	Contract # 15674			
49	500	COMMISSION ON MINERALS	NEVADA WATER SOLUTIONS LLC	FEES: DERIVED FROM MINING CLAIMS	\$26,000	
	Contract Description:	This is a new contract to provide assistance for portions of the rulemaking process for considered changes and additions to NAC 522 and NAC 534A; including but not limited to, revisions to draft regulation based on agency review of comments provided during the public workshops, stakeholder input and legislative intent; interaction with LCB, and preparation and filing of all necessary requirements of NRS 233B.				
	Term of Contract:		Contract # 15688			

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
50	431	ADJUTANT GENERAL AND NATIONAL GUARD – MILITARY	ROUNDS ENGINEERING LTD DBA CR ENGINEERING	FEDERAL	\$35,350	
	Contract Description:	This is a new contract to provide a feasibility study with documented soils report and design to facilitate the practicability of a conversion from a current heat pump HVAC system to a ground source heat pump system with well field at the Elko County Readiness Center. Vendor will review existing plans, complete conceptual documents, calculations, soil reports, thermal conductivity testing, progressive cost estimates, and drill cutting removal.				
	Term of Contract:	05/07/2014 – 09/30/2014	Contract # 15689			
51	012	GOVERNOR'S OFFICE – NUCLEAR PROJECTS OFFICE	NDPB, RADIATION CONTROL PROGRAM	FEDERAL	\$40,000	
	Contract Description:	This is a new interlocal agreement to provide federal funds specifically for the Nevada Division of Public and Behavioral Health, Bureau of Preparedness, Assurance, Investigation and Statistics, Radiation Control Program activities required for planning and operations associated with shipments of transuranic waste from the Nevada National Security Site to New Mexico and from out-of-state locations passing through Nevada.				
	Term of Contract:	05/06/2014 – 06/30/2015	Contract # 15694			
52	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES	WESTERN STATES FIRE PROTECTION DBA STATEWIDE FIRE PROTECTION	GENERAL	\$11,920	
	Contract Description:	This is a new contract to provide fire sprinkler and fire alarm inspections for Summit View Youth Correctional Center.				
	Term of Contract:	07/01/2014 – 06/30/2016	Contract # 15699			
53	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	RAY HEATING PRODUCTS INC DBA RHP MECHANICAL SYSTEMS	FEES: BUILDING RENT FEES	\$35,760	
	Contract Description:	This is a new contract that continues ongoing preventative maintenance and repair services to the HVAC system at the DMV, 555 Wright Way, Carson City, Nevada.				
	Term of Contract:	5/22/2014 – 07/07/2018	Contract # 15717			
54	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	JMA CONSTRUCTION CO	FEES: BUILDING RENT FEES	\$40,000	
	Contract Description:	This is a new contract which provides ongoing general contractor services to various State buildings in Northern Nevada on an as needed basis and only at the request and approval of a Buildings and Grounds designee.				
	Term of Contract:	05/13/2014 – 06/09/2018	Contract # 15721			
55	702	DEPARTMENT OF WILDLIFE	SQUAW VALLEY RESORT LLC DBA THE VILLAGE AT SQUAW VALLEY	FEDERAL	\$12,000	
	Contract Description:	This is a new contract for convention service and lodging for a joint Nevada/California volunteer Hunter Education Instructor training meeting.				
	Term of Contract:	05/13/2014 – 05/18/2014	Contract # 15723			

Comments:

Governor: Are there any questions??

Attorney General: No, Governor.

Secretary of State: No, Governor.

10. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

Comments: No comments were made.

***11. FOR POSSIBLE ACTION – ADJOURNMENT**

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Attorney General

Vote: 3-0

Comments:

Respectfully submitted,

JULIA TESKA, CLERK

APPROVED:

GOVERNOR BRIAN SANDOVAL, CHAIRMAN

ATTORNEY GENERAL CATHERINE CORTEZ MASTO

SECRETARY OF STATE ROSS MILLER

MINUTES

MEETING OF THE BOARD OF EXAMINERS

July 8, 2014

The Board of Examiners met on Tuesday, July 8, 2014 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
Julia Teska, Clerk

Others Present:

Marta Adams, Office of the Attorney General
Robert Halstead, Agency for Nuclear Projects
Rudy Malfabon, Department of Transportation
Dennis Gallagher, Office of the Attorney General
Laura Fitzsimmons, Outside Counsel
Ruth Miller, Office of the Attorney General
Amanda Kern, Office of the Attorney General
Rick Perdomo, Office of the Attorney General
Jim Barbee, Department of Agriculture
Steve Canavero, Department of Education
Scott Sisco, Department of Corrections
Fredrick Perdomo, Office of the Attorney General
Traci Pearl, Department of Public Safety, Office of Traffic Safety
Dale Hansen, Department of Agriculture
Jane Gruner, Department of Health and Human Services, Aging and Disability Services Division
Julie Kotchevar, Department of Health and Human Services, Aging and Disability Services Division
David Stewart, Department of Health and Human Services, Division of Welfare and Supportive Services
Buffy Brown, Gaming Control Board
Todd Myler, Department of Health and Human Services, Aging and Disability Services Division

1. PUBLIC COMMENTS

Comments:

Governor: Good morning, everybody. I will call the Board of Examiners' meeting to order. Mr. Secretary, can you hear us loud and clear in Las Vegas?

Secretary of State: Yes, Governor.

Governor: All right then. Let's proceed with Agenda No. 1, Public Comment. Is there any member of the public here in Carson City that would like to provide comment to the Board? Is there anyone present in Las Vegas that would like to provide public comment to the Board?

*2. FOR POSSIBLE ACTION – APPROVAL OF THE JUNE 12, 2014 BOARD OF EXAMINERS' MEETING MINUTES

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: We'll move to Agenda Item No. 2, Approval of the June 12, 2014 Board of Examiners' Meeting Minutes.

Clerk: Governor, we actually had some technical difficulty, so we do not have minutes to approve today. We will bring those to the August meeting.

Governor: All right.

*3. FOR POSSIBLE ACTION – STATE VEHICLE PURCHASES

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 – State Public Works Division – Buildings and Grounds	1	\$7,569
Department of Public Safety – Investigation Division	2	\$53,506
Total	3	\$61,075

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: Then we will move to the next Agenda item which is State Vehicle Purchases. Ms. Teska.

Clerk: Thank you, Governor. On the Agenda today are three vehicles for purchase, one by the Buildings and Grounds, the State Public Works Division, and two by the Investigation Division of the Department of Public Safety. These vehicles were all included in their legislatively approved budgets.

Governor: All right. I have no questions. Mr. Secretary?

Secretary of State: No, Governor.

Governor: The Chair will accept a motion for approval of the state vehicle purchases described in Agenda Item No. 3.

Secretary of State: I'll move for approval.

Governor: I will second the motion. All in favor say aye. Aye.

Secretary of State: Aye.

Governor: Motion passes 2-0.

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

Distribution of Salary Adjustments to Departments, Commissions and Agencies, pursuant to Assembly Bill 511, Sections 6, 7, and 8 of the 2013 Legislative Session.

The 2013 Legislature appropriated funds from the State General Fund and State Highway Fund for the purpose of meeting any deficiencies which may be created between the appropriated money of the respective departments, commissions, and agencies of the State of Nevada, as fixed by the 2013 Session of the Nevada Legislature, and the actual salary of each state employee. Pursuant to this legislation, the following amounts from the State General Fund and State Highway Fund are recommended:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND	HIGHWAY FUND
1052	Department of Administration – NSLA Archives and Records	\$8,981	
2986	Nevada System of Higher Education University System Admin	\$46,358	
2980	Nevada System of Higher Education University of Nevada – Reno	\$1,330,455	

2983	Nevada System of Higher Education Intercollegiate Athletics UNR	\$12,723	
2989	Nevada System of Higher Education Agricultural Experiment Station	\$46,176	
3003	Nevada System of Higher Education Business Center North	\$20,722	
2982	Nevada System of Higher Education School of Medical Sciences	\$260,585	
3221	Nevada System of Higher Education Laboratory and Research	\$16,533	
2987	Nevada System of Higher Education University of Nevada - Las Vegas	\$2,187,456	
2988	Nevada System of Higher Education Intercollegiate Athletics UNLV	\$17,513	
3001	Nevada System of Higher Education Statewide Programs- UNLV	\$12,123	
3004	Nevada System of Higher Education Business Center South	\$18,482	
2992	Nevada System of Higher Education UNLV Law School	\$121,261	
3002	Nevada System of Higher Education UNLV Dental School	\$163,653	
2994	Nevada System of Higher Education Great Basin College	\$194,497	
3018	Nevada System of Higher Education Truckee Meadows Community College	\$479,206	
3012	Nevada System of Higher Education Western Nevada College	\$161,453	
3010	Nevada System of Higher Education Desert Research Institute	\$56,804	
	Total	\$5,154,981	

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: We will move to Agenda Item No. 4, Salary Adjustments. There are several. Ms. Teska.

Clerk: Thank you, Governor. As we've been approving for the last several months at the Board of Examiners, these requests are for funds that were specifically appropriated to the Board of Examiners for the difference between what was included in the Governor's recommended budget and the legislatively approved budget regarding salaries. Specifically the difference between the two and a half percent and the furlough. These requests total \$5,154,981. They're all General Fund. The balance remaining in the General Fund Salary Adjustment Account upon approval of

these items is almost \$9.5 million, \$9,492,000. And there are no Highway Fund requests this time. And there is currently a balance of \$1.4 million in the Highway Fund for salary adjustments.

Governor: Okay. With regard to the General Fund, are we tracking -- are we on course?

Clerk: I am expecting us to actually revert a fairly healthy sum of the Salary Adjustment Account. And I'm very happy about that.

Governor: Say that a little bit louder, yeah. (Inaudible), so that's good news.

Clerk: Yes. That's the best news we've had.

Governor: Yes. All right. Mr. Secretary, I have no questions. Any questions on Agenda Item No. 4?

Secretary of State: No, Governor. I'll move for approval.

Governor: And Secretary of State has moved for approval of Agenda Item No. 4, Salary Adjustments in the sum of \$5,154,981. I'll second the motion. Any questions or discussion on the motion? All in favor say aye. Aye.

Secretary of State: Aye.

Governor: Motion passes 2-0.

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

The State Administrative Manual (SAM) is being submitted to the Board of Examiners for approval of additions and revisions in the following chapters:

A. Department of Administration – Purchasing Division

1. 0218 - Use of Rental Cars
2. 0230 - State Facilitated Charge Cards
3. 0232 - Travel Advances – Charge Cards
4. 0236 - Disposition of Charge Cards upon Employee's Change of Employment Status

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: We will move to Agenda Item No. 5, State Administrative Manual. Ms. Teska.

Clerk: Thank you, Governor. These are some -- actually just some cleanup items in the 200 chapter of SAM related to the use of rental cars. That's just actually cleaning up some language and a little typo that we had in there. And the rest are related to what had been previously called the State Facilitated Charge Card, which is now the State Travel Credit Card. And cleaning up those items in relationship -- the language in here and relationship to the current agreements and the current procedures for the use of those cards.

Governor: Okay. And will it be up to the respective state agencies to make sure that the changes are communicated to state employees?

Clerk: Yes. We will communicate the changes out to the state agencies and then they need to ensure. Most people who have the cards are aware. The Purchasing Division has done a pretty good job training people on the new procedures.

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

Secretary of State: No, Governor.

Governor: The Chair will accept a motion for approval of the changes to the State Administrative Manual as described in Agenda Item No. 5.

Secretary of State: I'll move for approval.

Governor: Second the motion. All in favor say aye.

Secretary of State: Aye.

Governor: Aye. Motion passes 2-0.

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

A. Department of Employment, Training and Rehabilitation

Pursuant to NRS 333.705, the Department of Employment, Training and Rehabilitation requests authority to contract with Northern Nevada International Center who uses the services of two Nevada System of Higher Education employees. These employees answer phones, schedule interpreting services and process billings.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

B. Department of Health and Human Services – Division of Child and Family Services

Pursuant to NRS 333.705, the Division of Child and Family Services seeks approval to contract with a former employee as a Clinical Program Planner in the Grants Management Unit beginning on July 14, 2014 and continuing for up to 90 working days thereafter due to vacancies in this program area.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

C. Department of Health and Human Services – Division of Public and Behavioral Health – Facility for the Mental Offender

Pursuant to NRS 333.705, the Division of Public and Behavioral Health requests authority to contract with a former employee, through the use of a temporary employment service to serve as administrative personnel assisting with medical records in procession court documents, and coordinating services to the court for outpatient evaluations.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

D. Department of Public Safety – Office of Traffic Safety

Pursuant to NRS 333.705, the Office of Traffic Safety seeks approval to contract with a former employee, through the use of a temporary employment service to serve as Nevada's Law Enforcement Liaison.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

E. Department of Education

Pursuant to NRS 333.705, the Department of Education requests authority to contract with a former employee to review and evaluate School Performance Plans relating to the strategies and practices for effective parental involvement and family engagement.

Clerk's Recommendation: I recommend approval.

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

Governor: We will move to Agenda Item 6, Authorization to Contract with a Former Employee. Ms. Teska.

Clerk: Thank you, Governor. There are five of these. Would you like to take them all together or one at a time?

Governor: Let's take them all together, please.

Clerk: All right. The first is a request from the Department of Employment, Training and Rehabilitation. This one is actually they're contracting with a vendor who uses the services of two System of Higher Education employees.

The second one is a request from the Division of Child and Family Services at Health and Human Services Division. In this case they have been experiencing a significant vacancy problem. In their Grants Management Unit they've got four out of five positions currently vacant. This position is -- the request here will help them not only train new staff, but also they need the experience of this individual while they have -- are going through their staffing shortage and fill positions.

Item C is from the Department of Health and Human Services, Division of Public and Behavioral Health. This is a request for a former -- to use the services of a former employee at the Lakes Crossing facility. And this is involved in training new staff and also ensuring timely completion of the admissions and departures evaluations.

Item No. 4 is from the Department of Public Safety, the Office of Traffic Safety. It is to contract with a former employee through a temporary employment agency. This is for a law enforcement liaison position that also needs to have specific highway safety program background.

And then the final one is from the Department of Education. This is for a person who just recently left to go work in one of the school districts. This is a very short-term assignment, just really for a month to complete some items for the department that that employee had specific knowledge of.

Governor: All right. Thank you very much. Very thorough. I have no questions. Mr. Secretary?

Secretary of State: No, Governor.

Governor: The Chair will accept a motion to approve or authorize to contract with a former employee as describe in Agenda Item No. 6 A through E.

Secretary of State: I'll move for approval.

Governor: Second the motion. Questions or discussion on the motion? All in favor say aye. Aye.

Secretary of State: Aye.

Governor: Motion passes 2-0.

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

A. Office of the Attorney General – \$765,400

Pursuant to NRS 353.268, the Office of the Attorney General is requesting an allocation of \$765,400 from the Interim Finance Committee Contingency Fund to fund the restarted Yucca Mountain licensing proceeding pending before the U.S. Nuclear Regulatory Commission.

Clerk's Recommendation: I recommend approval.

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

Comments:

B. Office of the Governor – Agency for Nuclear Projects – \$610,752

Pursuant to NRS 353.268, the Nevada Agency for Nuclear Projects is requesting an allocation of \$610,752 from the Interim Finance Committee Contingency Fund to fund the restarted Yucca Mountain licensing proceeding pending before the U.S. Nuclear Regulatory Commission.

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: We will move to Agenda Item 7, request for General Fund allocation from the IFC Committee Contingency Fund, Office of the Attorney General, and also the Office of the Governor, Agency for Nuclear Projects.

Marta Adams: Good morning.

Governor: Good morning.

Robert Halstead: Good morning.

Governor: So if you would give us essentially the genesis of the request, where we were, where we are and what we anticipate.

Marta Adams: Thank you very much, Governor. For the record, Marta Adams, Chief Deputy Attorney General. And with me here is Robert Halstead, Executive Director of the Agency for Nuclear Projects. We are presenting before you today as part of a two-step process, wherein following the approval of this body, we will go to the Interim Finance Committee at the legislature to seek approval for essentially \$1.3 million to continue funding Nevada's effort in opposing the Yucca Mountain repository.

As the Governor and Secretary of State may recall, in August of 2013 we received an order of mandamus from the District of Columbia Circuit Court of Appeals who determined in a split decision that the NRC, the Nuclear Regulatory Commission's suspension of licensing was improper, and that licensing activities to consider the proposed repository would continue. To meet the obligations of the licensing proceeding, which has restarted, albeit at a lower level, we are requesting what we consider a barebones budget.

We've really taken a hard look at our anticipated expenses. And to meet Nevada's obligations for at least the two significant steps that the NRC anticipates taking, and that is essentially releasing a five volume examination of the project by the U.S. NRC to meet the anticipated findings of the SER, the volumes, the five volume report, Safety Evaluation Report, and to meet the anticipated supplemental environmental impact statement, we have essentially worked up a budget that supports the effort we anticipate. And we're here to answer any questions.

Governor: And so there's a piece for the Office of the Attorney General for legal fees, and then there's the other piece with Mr. Halstead's office?

Marta Adams: Yes, that's correct. In fact, we've divided it between the attorney part of it and the technical experts.

Governor: Okay. Now, with regard to this new -- the licensing activities as you describe them, are they funded to -- is the federal government funded to engage in that process?

Marta Adams: Actually not completely, certainly not sufficiently to address our 290 health and safety contentions. However, the activities that they can afford to do, essentially the NRC has 11 million and then roughly a little under 3 million that it can use from de-obligated funds to continue up to a point, and to meet our obligations with respect to the anticipated volumes of the Safety Evaluation Report and the supplemental EIS. We believe that this budget is absolutely essential.

Governor: So will you help out this into a little bit of context, where we are in this continuum of process? Because obviously there's a very long history here and...

Marta Adams: Right. And, you know, I'd like to...

Governor: ...there's been some activity.

Marta Adams: Perhaps Director Halstead would like to chime in. Do you want to give...

Robert Halstead: Well, as you know, Governor, it's been quite a long struggle. I think we're getting close to the end of it. Our senators have been able to cut off new funding for both the NRC licensing and the DOE licensing support work. Nonetheless, they have what are called (inaudible) carrier over dollars. They're not sufficient for the legally mandated licensing process, but they're enough to keep Yucca Mountain kind of the like the walking dead. And that unfortunately puts us in a position of vulnerability where for the next six months we have the

non-adjudicatory conclusion to many years of preparation of the license application and the Environmental Impact Statement.

So we have tasks to do responding to the NRC's staff evaluation and the supplement to the Environmental Impact Statement between now and December. Our best guess is that the NRC will have somewhere between a million and a half and three and a half million dollars at the end of that process. And because of the federal court order, they will be required to proceed with the adjudicatory portion of the proceeding, which originally we estimated would require \$100 million in five years on the NRC's part. So certainly they will not have enough money to actually do anything near even planning for the full proceeding, but it means that for a six to nine month period, we will have to be in full battle mode. And that's really why we're asking for the funds we're asking.

I would say that we have been very conscious of the fiscal situation of the state. We looked hard at our own numbers. We used an expert judgment process to look at our 200 contentions and narrow this down to the first 50 and the second 50 in terms of win-ability and what they do to stop DOE. We've looked hard at the hourly rates that our experts and our lawyers charge. And frankly when necessary we've looked at this on a three-month period and said to our team, we're camping expenditures by category for the next three months, so we've been managing it as tightly as we can. But nonetheless, we're going to have to ask for this funding. And it's important that we send a message to the pro Yucca forces that we're not backing down.

And finally, if it turns out in January that the proceeding doesn't go forward, certainly we won't spend a penny that we don't need to spend to defend Nevada.

Governor: Well, thank you. And that's really helpful. And first I appreciate your physical prudence in terms of being a guardian of funds. But as you describe, you know, the federal representatives or what have you, as the walking dead, this is no time to have a false sense of security. And you have my full support, because if ever there was a time for Nevada to bring its best, you know, foot forward in terms of this process, it is now. And so I really appreciate the work that you've done up until this time.

And as I said, you know, we've had this conversation. We think it's over and it's not. And the moment we take our eye off the ball is the moment that we could lose a lot of this ground that we've been able to capture. So, you know, as I said, I'm very proud of what you've done and how you've represented the state. I mean, this has been an important issue for me as long as I've been involved in public service. And hopefully we come to the end of this and that, as I said, this is no time to let our guard down. And so, you know, as I said, I'll be in full support of this. I don't really have any questions because you were very helpful in your presentation in terms of letting us know where we are and justifying the need for these funds at this time. Mr. Secretary, do you have any questions?

Secretary of State: No, Governor. The memo was very thorough.

Governor: All right. Given there are no further questions, the Chair will accept a motion for approval of the request for General Fund allocations from the IFC Committee Contingency Fund

from the Office of the Attorney General in the sum of \$765,400, and the Office of the Governor, Agency for Nuclear Projects in the sum of \$610,752.

Secretary of State: I'll move for approval.

Governor: Secretary of State has moved for approval. I will second the motion. Any questions or discussion on the motion? All in favor say aye. Aye.

Secretary of State: Aye.

Governor: Motion passes 2-0. Thank you very much.

Robert Halstead: Thank you, Governor...

Marta Adams: Thank you.

Robert Halstead: ...and thank you, Mr. Secretary.

***8. 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 (NDOT) – Administration – \$2,870,000

The department requests settlement approval in the amount of \$2,870,000 to resolve an eminent domain action that NDOT brought to acquire real property and improvements owned by Highland 2000-I, LLC, and various related entities. The property consists of several parcels located on or near Martin Luther King Drive, just south of Charleston Boulevard, in Las Vegas and is being acquired for the purpose of constructing Project Neon. The sum of \$10,130,000 was previously deposited with the Court in order to obtain occupancy of the property. NDOT now requests an additional \$2,870,000 to resolve the action. Approval of this additional amount would bring the total to \$13,000,000.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

B. Department of Transportation (NDOT) – Administration – \$4,250,000

The department requests settlement approval in the amount of \$4,250,000 to resolve an eminent domain action that NDOT brought pertaining to acquiring occupancy of 3 acres of the 82-acre subject property and access rights owned by Jericho Heights, LLC and RPS Holding, Incorporated. The 3-acre parcel is being acquired in order to build a portion of the Boulder City

Bypass. The sum of \$337,000 was previously deposited with the Court as a condition of NDOT acquiring occupancy of the subject property. Approval of the additional amount of \$4,250,000 would bring the total to \$4,587,000.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Agenda Item No. 8 are approvals to pay a cash settlement both from the Department of Transportation.

Rudy Malfabon: Good morning, Governor.

Governor: Good morning.

Rudy Malfabon: Good morning, Mr. Secretary of State. For the record, my name is Rudy Malfabon, Director of Nevada Department of Transportation. With me is our Chief Deputy Attorney General Dennis Gallagher, and our outside counsel on one of these cases, Laura Fitzsimmons. In Las Vegas we have Ruth Miller, Senior Deputy Attorney General, and Amanda Kern, another Deputy Attorney General. First issue, Governor, with Jericho Heights, if I may, this was a...

Governor: That's the second one.

Rudy Malfabon: Oh, I'm sorry.

Governor: Yeah, mm-hmm.

Rudy Malfabon: Highland was the first case before you, and it relates to acquisition of property for Project Neon. It's in the area of Martin Luther King, just south of Charleston Boulevard. In this case we previously deposited an amount with the court based on our appraisal, so 10.13 million. And then we entered into the settlement with the other party. And we have outside counsel to respond to any -- I'm sorry, we have the Deputy Attorney General's Office to respond to any questions that the Board may have about specifics. But we felt that this was a reasonable settlement and in the best interest of this state.

Governor: Okay. Before we move on to that one, and obviously I'm familiar with this case given my responsibilities on the Board of Transportation, but, you know, you answered my first question, that first you feel that this settlement is a good one for the state. Would you anticipate additional exposure if we weren't to settle at this sum right now?

Rudy Malfabon: There definitely would be, Governor. And the issue is in -- under the PISTOL amendment to the state constitution, it definitely creates additional exposure to the state should we not settle and have to go to court. From our experience going to court is a such complicated issue with imminent domain that juries tend to be confused as they tend to meet somewhere in

the middle and the other party can tend to inflate their estimated cost or value of the property. We have a very descriptive process that we use to maintain federal eligibility that looks at the appraised value, comparable sales in the area, so all these factors considered, we tend to be what we feel presenting a reasonable offer to the other party, but they take into account legal costs, interest that they feel are owed to them. And then when it gets to the issue of a jury trial, it can be confusing to a juror and they tend to settle higher.

Governor: Well, and that's the thing here. So we did an appraisal for \$10.1 million, and we're adding on additional 2.8 million. If we were to go to court and have a trial and there was an award, which there will be one, then they're automatically entitled to their fees and costs. And those fees and costs would greatly -- would be much greater than the 2.8.

Rudy Malfabon: Yes, we estimated that, Governor, at 21.1 million should we go to trial, so it was significantly higher.

Governor: So that's where I'm trying to get is this bottom-line here is that there's a significant savings to the state to settle at this amount now, and not to mention that property values are going up at a dramatic rate in Clark County.

Rudy Malfabon: Yes.

Governor: All right. I think before I take a motion on both of these items, I'm going to have you go to the next one, but, Mr. Secretary, do you have any questions with regard to Agenda Item 8A?

Secretary of State: No, Governor. I was briefed on this Agenda item and am prepared to move forward.

Governor: Let's move to Jericho, 8B.

Rudy Malfabon: Okay. This case involved a parcel of property that was located adjacent to the future Interstate 11 project, but the issue of this is an indirect condemnation case, so it's separate from an issue that we still have to deal with mineral rights for the three acres that we are acquiring for the I-11 project, the Boulder City Bypass. But in this case of inverse condemnation, what's alleged by the property owner was that NDOT by not allowing him direct access to the U.S. 95, U.S. 93, they're in the same alignment, in that area, by not allowing direct access to the current highway, that we affected the entire parcel of over, I believe, 80 something, 83 acres.

So that's why the exposure on this case of Jericho Heights is such a large amount because the landowner is saying that NDOT by not allowing reasonable access directly to the highway, you affected the value of the entire parcel, so that's why it's an inverse condemnation case. We had previously deposited an amount of money, \$4.587 million with the court. I'm sorry, 337,000. That was for the acquisition of the three acres that I had mentioned that we needed for our highway project. But this is a very complex issue, and had we -- again, if we had gone to trial with this inverse condemnation issue, we felt that there were significant legal risks. With the

property owner alleging and showing that there was \$60 million in value back in the day when he got the loan for the property, for the 82 acres approximately, that we felt that we had not taken the entire parcel by our actions. We felt that we had legitimate safety concerns to not allow direct access at this point, independent of the issue of what future freeway would be built in that area for Interstate 11.

So we did enter in a mandatory settlement conference with District Judge Stewart Bell, very effective in that settlement conference in terms of Judge Bell's expertise and understanding of the issues. We came up with a settlement -- an entire settlement of \$4.587 million, which I mentioned the previous direct deposit for the three acres, 337,000. So we're requesting the additional 4.25 million of additional funds for the entire total settlement. Governor, we feel that this is in the best interest of the state because of the exposure of that that we presented to the Board of Transportation before, that it was that 60 million, up towards to 100 million, based on numbers that were thrown out there by the other party, the landowner's counsel.

Governor: And that's what I was going to bring up, because my recollection is the first demand a hundred and something million. What was the specific figure?

Laura Fitzsimmons: The original negotiation would've been over a hundred million. There was a settlement offer early on that was very limited in duration for 33 million, which had to do with the complicating factor of the FDIC taking over the bank. I don't know. So it went 33. Then when we said, "Are you kidding?" it went back up over 100. It was an extremely -- I've done this a long time, the most complicated case I've ever had. And in addition to the inverse condemnation claim that the Director has told you about, there was a parallel track of pre-condemnation claim which goes through a jury and it's -- so it's -- do I believe they're entitled to anything? No. Do I believe the department acted in absolutely the best interest of the state and safety of its highways? Yes. But given the risks, this is a much better settlement than I ever anticipated. It was going to be all or nothing at trial. I never thought we'd get this number. And I think it had a lot to do with the amount of time and effort on resources that were put into the case, and the exposure of the fallacies, the essential fallacies of their claim, and also Judge Bell did a great job in mediation. It went to until 10:00 at night.

Governor: Well, and then -- and for purpose of the record, that was Ms. Fitzsimmons. But, you know, again, that's a situation that we are in often, is that we're talking seven figure exposure here in excess of \$100 million. I mean, and let's not lose the context of this, is this is a vital piece of property associated with the construction of the Boulder City Bypass and also showing that we're making progress with regard to the future I-11 Corridor. And this was a significant obstacle in terms of getting that project done. And with a potential \$100 million judgment out there, even as crazy as that demand is, those uncertainties of litigation make almost anything possible. So I was actually pleasantly surprised at your ability to settle this case at \$4.5 million because, you know, it's a fraction of what the demand was, it saves us time and attorneys' fees and costs, as well as allows us to move forward on this very important project. So I think it's a win win on every level. And so it's something that I'll fully support. Mr. Secretary, do you have any questions with regard to Agenda Item 8B?

Secretary of State: If this settlement were approved, would it resolve all of the outstanding claims?

Rudy Malfabon: Ms. Fitzsimmons will address that issue.

Laura Fitzsimmons: Thank you. And the reason I kind of jumped in is it resolves the inherent liability. It turned out very late in the litigation that the original guy in 1930 who got the mining patented and then died had heirs. It's a wonderful, you know, wonderful trust in mineral rights issue. There are some remnant heirs. We did a genealogy and found them. They're scattered all over the country. They're great nieces and nephews. And I'm certain that they're settlement will be certainly, you know, a very minor drop in the bucket.

Governor: It'd be de minimis, wouldn't it? I mean, I...

Laura Fitzsimmons: De minimis.

Governor: What would you mine there?

Laura Fitzsimmons: Right. Well, it's really -- actually it is decorative rock, you know, but now we have other issues. And it's just -- you know, we have to clear title, and I have to pay them what is fair, but it's not going to be very much.

Governor: Do we have any appraisal for that mineral right, right now?

Laura Fitzsimmons: We do have an appraisal for the mining operation. And the entire 82 acres appraisal was a million. And if we look at these mineral -- we're only taking three acres. And then you decrease it and decrease it based on other things. So, you know, we're looking at I would say, you know, a de minimis settlement.

Governor: Because, I mean, if you just use basic math, you said 82 acres into \$1 million, and then you take the fraction 3 acres, it kind of brings the price down.

Laura Fitzsimmons: Significantly. But it is out there, and I appreciate, thank you, because we wanted to make sure that was a clear (inaudible) will not settle the case, but it'll definitely settle - it will totally resolve the liability that you expressed was so, you know, significant.

Governor: Can we move forward with the project pending this issue on the mineral claim?

Laura Fitzsimmons: Yes, yes, sir. We can move forward. In imminent domain cases, when you first file a complaint, you get occupancy. So for all of the needs we have to construct this project, we have a court order granting us occupancy which will stay in place.

Governor: Okay. Mr. Secretary, any further questions?

Secretary of State: No. Maybe just a conclusion. Given the complexity of this case, Ms. Fitzsimmons, is it your legal recommendation that the state would be best served from a strategic advantage point of moving forward with this settlement?

Laura Fitzsimmons: Absolutely, Mr. Secretary. I've fought so hard on this that I have, you know, I have personal feelings that I'd love to go, you know, and win this case, but the downside is always there. This has been recognized. And, again, I think the settlement is something I never anticipated, that would be within our reach at these numbers.

Secretary of State: Thank you.

Governor: And he didn't say it number wise or specifically, but what would be the range of exposure should this settlement be rejected today?

Laura Fitzsimmons: I think reasonably based on the fact that finally they came down to a more reasonable essential number, I think our exposure could be 25 million -- 25 to 35 million. And then, again, you know, there's a lot of uncertainties with that. And either way we're going to be - we would be litigating for there more years in the Supreme Court and, you know, the interest would keep coming, the attorneys' fees. It's not the range over 100 million anymore, but it could be 40 tops I'd say.

Governor: All right. And I have no further questions. Mr. Secretary?

Secretary of State: No, Governor.

Governor: The Chair will accept a motion for approval to pay the cash settlements described in Agenda Item No. 8A in the sum of \$2,870,000 and 8B in the sum of \$4,250,000.

Secretary of State: I'll move for approval.

Governor: Secretary of State has moved for approval. Second the motion. Questions or discussion on the motion? All in favor say aye.

Secretary of State: Aye.

Governor: Aye. Motion passes 2-0. I want to, again, compliment all of you and the attorneys in Southern Nevada as well for your hard work on this case. Thank you.

Laura Fitzsimmons: Thank you.

Rudy Malfabon: Thank you, Governor.

Governor: Thank you very much.

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

A. Monica Contreras – TC 16865
Amount of Claim - \$200,000

Recommendation: It is recommended that the claim be paid in the amount of \$200,000 from the State Tort Claim Fund and \$10,000 from Clark County.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Next item is No. 9, Tort Claim. Good morning.

Unidentified Female Speaker: Good morning.

Rick Perdomo: Good morning, Governor. For the record, my name is Rick Perdomo, Deputy Attorney General with the Office of the Attorney General. And I was the Deputy assigned to represent the interests of Eighth Judicial District Court in the state case. There were two cases here that were settled. It was a global settlement filed by Plaintiff Monica Contreras on behalf of herself and her minor daughter, Andrea Perturner (sp?). The settlement has been reduced to writing and signed by the parties. It's contingent on approval of \$200,000 from the Tort Claim Fund. I've prepared some comments for the Governor and Mr. Secretary if you would like or...

Governor: Yes, yes, please.

Rick Perdomo: The procedural history of this case is that the federal case, it was two cases, the federal case was filed on April 5, 2013. The case name is Contreras et al versus Ronald Fox et al, Case No. 2:13CV591JCM PAL. The state case was filed on August 7, 2013, Contreras et al versus State of Nevada et al, Case No. A13686648C. The defendant in the state case was the State of Nevada Xrel (sp?) Eighth Judicial District Court. The defendants in the federal case were Court Marshalls Ronald Fox, James Kenyon (sp?), Gregory Bryant (sp?), Hearing Master Patricia Doniger (sp?) in Clark County. At the time of the settlement, the federal case had proceeded through the fact finding phase of discovery. And (inaudible) motions for summary judgment were due on May 15th.

Governor: Well, you don't have to go in that much detail.

Rick Perdomo: Okay. Sorry. I apologize.

Governor: Well, let's just get to the heart of this.

Rick Perdomo: Okay.

Governor: There are really bad facts in this case.

Rick Perdomo: That is correct.

Governor: And this involved a Marshall at the Clark County District Court. And I don't know if -- will you talk a little bit about the facts of this case?

Rick Perdomo: Yes. The claims were primarily based on federal and state claims. In particular Ms. Contreras was at the Eighth Judicial District Court on a motion for temporary restraining order filed by her ex-husband. After the hearing concluded and she was leaving the courtroom, Ms. Contreras alleged that she was told to go into an anti-room which is what the parties refer to it for a drug search by a Court Marshall. Ms. Contreras alleged that she was improperly or unlawfully searched in a sexual manner in that room by the Court Marshall. Ms. Contreras then alleges that she returned to the courtroom and attempted to -- or reported the unlawful search. It's important to note that the events in the courtroom were recorded on video camera and obviously speak for themselves. Ms. Contreras alleged she was threatened and intimidated by Court Marshalls in an attempt to make her recant statements. She further alleged that she was subsequently handcuffed and detained. When she did not recant the statements and her minor child, Andrea Perturner, was taken into Child Protective Services until her father could pick her up.

So given the nature of these allegations and the claims, the conflicting stories between the Court Marshall in the anti-room and the claims that were asserted by Ms. Contreras, it was unlikely that the defendants were going to get some re-judgment in full on this case. Given the costs of defense and the possibility that the defense in proceeding to trial would potentially be more than the settlement, it is definitely in the best interest of the State of Nevada to settle this case at this time. The potential exposure of liability is substantial and there is really no upside in pursuing trial in my opinion.

Governor: And we're already into this case \$140,000 for attorneys' fees?

Marta Adams: 172,000.

Governor: \$172,000 to...

Marta Adams: Yes.

Governor: ...defend this case already and we haven't even gotten through discovery?

Rick Perdomo: The discovery is finished in the federal case. The state court case is currently on a motion to dismiss. And discovery has yet to occur in that case. It's estimated that to take the federal case to trial would cost an additional \$225,000 in defense costs.

Governor: And all that money comes out of the Tort Fund, correct?

Marta Adams: Yes, Governor.

Governor: And is there a true up? I mean, how much -- so this is for something that happened at the Eighth Judicial District Court. And I know that it pays into the Tort Fund. Has it -- I mean, what's the net on all that is going to be paid out, that has been paid out as well as the

amount of the settlement that will be on top of that that will come out of the Tort Fund? Do you know?

Rick Perdomo: Well, it will be the defense costs plus the \$200,000 in the settlement.

Governor: Is there a time where the state recoups the amount that is paid out for -- compared to what has been paid into the Tort Fund?

Marta Adams: I do collect premium annually from Clark County on behalf of the Eighth Judicial District Court. They pay I'm guessing approximately 100,000 a year in premium to the Tort Fund.

Governor: Okay. So now, if we approve this settlement which is the sum of, is it \$210,000 or \$200,000, plus we've already paid out \$172,000 you said?

Marta Adams: Mm-hmm.

Governor: Okay. And then if we're to approve this settlement, this has resolved all the claims? There are no outstanding claims?

Rick Perdomo: This resolves -- this is a global settlement. It resolves all the claims in both cases and there is a waiver of attorneys' fees by plaintiff's counsel. So plaintiffs have waived their right to pursue any attorneys' fees in court after settlement is reached.

Governor: All right. So you'll have a dismissal with prejudice?

Rick Perdomo: Dismissal with prejudice, and the parties will bear their own attorneys' fees and costs.

Governor: All right. Mr. Secretary, do you have any questions?

Secretary of State: No, Governor, thank you.

Governor: All right. That was very thorough. Thank you very much. So given no further questions, the Chair will accept a motion for a payment of the Tort Claim for the case described in Agenda Item No. 9 in the sum of \$200,000.

Secretary of State: Move for approval.

Governor: Secretary of State has moved for approval. I second the motion. Any questions or discussion? All in favor say aye. Aye.

Secretary of State: Aye.

Governor: Motion passes 2-0. Thank you very much.

***10. FOR POSSIBLE ACTION – LEASES**

Nine 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: Agenda Item No. 10, Leases. Ms. Teska.

Clerk: There 11 leases for consideration by the -- for approval by the Board of Examiners. I believe you wanted to hear, Governor, on one of these.

Governor: Yeah, I have a question on...

Clerk: Item No. 1?

Governor: Yes.

Clerk: The Department of Agriculture.

Governor: I see Director Barbee here.

Jim Barbee: Good morning.

Governor: Good morning. How are you today?

Jim Barbee: Good. Jim Barbee, Director of Department of Ag, for the record. What we're trying to do is put together a lease that will give us a presence here in Carson City. We have a multitude of folks that'll utilize it. It's three-office, small little -- it's off that 400 King Street (inaudible) complex with one small conference room attached as well. So we have multiple staff that have multiple meetings throughout each week in Carson City. This would then give them a place to work out of. Me specifically, it will give an opportunity to work out of Carson a couple of days a week. Usually a couple days a week I have multiple meetings like today and like Thursday in Carson. And so I'd be able to operate out of that office.

Department of Ag had had a lease in Carson City up until 2008. And then that was let go of at that point because of the crunch in the budget. And so this is where we came up with this. Additionally we've had some issues from time to time, and I think Wildlife has well, connecting through NEBS and some of the state because of the capacities of the SilverNet program. On those days and issues where we have that we're trying to make budget deadlines and such, we'd be able to bring staff down to operate out of there directly because the connection's better direct in Carson City. And then finally the Department of Education because of their reorbs no longer has office space for the FSA Program, so the FSA Program would actually be in this -- one of the offices every day. It would be their primary office and would be the primary person.

It says on here that it would be a full-service location. It would be more of an administrative office location, again, used by multiple staff, multiple division administrators.

Governor: And the reason I called this up because it wasn't in the original budget request...

Jim Barbee: Correct.

Governor: ...for this part of the biennium. What are you doing now for...

Jim Barbee: And that's part of why, so what -- actually Mr. Gustafson is behind us. During the legislative session I'll be there most every day because I have to be down here most every day during the session. And so I swapped office space with him that he would utilize during the week in Reno when he needed and then I would utilize during the legislative session, just during the session, this past session. With the merger and the capacity of staff that we took on, for example, all the dairy staff left Leases to move into the Department of Agriculture. We basically filled that building up and we no longer had tradable space available. And so that's kind of where this new (inaudible), so this give us prep coming into the next legislative session to have office and copier and that kind of stuff down here as well.

Governor: And did you exhaust looking at all the other state agencies to see if they had any available space?

Jim Barbee: No.

Governor: No.

Jim Barbee: No.

Governor: Kind of...

Jim Barbee: Other than, yeah, just -- than the conversations that I'd had with Dave.

Governor: Okay. All right. I have no further questions. That was very thorough. Thank you, Director Barbee.

Jim Barbee: Thank you.

Governor: Mr. Secretary, do you have any questions?

Secretary of State: No, Governor, thank you.

Governor: All right. I have no questions on any of the other leases, so Chair will accept a motion for approval of Lease 1 through 9 as described in Agenda Item No. 10.

Secretary of State: I'll move for approval.

Governor: Second the motion. Any questions or discussion? All in favor say aye. Aye.

Secretary of State: Aye.

Governor: Motion passes 2-0.

***11. FOR POSSIBLE ACTION – CONTRACTS**

Thirty-three 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: We will move on to Agenda Item No. 11, Contracts. Ms. Teska.

Clerk: Thank you, Governor. The Agenda has 33 contracts for consideration. We do have a request from the agency on Item No. 7, Department of Administration, Enterprise IT Services, the contract with International Business Machines. We've received a request to have that item withdrawn.

Governor: Okay. All right. I would like to hold out Contract 2 and 3, No. 9, No. 19. And that is all.

Secretary of State: I have nothing, Governor.

Governor: All right. Thank you. So do we have anybody here on 2 and 3 from the Treasurer's Office? All right. And I'll be frank with why I asked these to be let out, is they're with Xerox, and I just had some questions with regard to the nature of those contracts. Ms. Teska, would we be jeopardizing any programming if we were to hold these contracts for another month?

Clerk: In looking at the items as they're presented on the Agenda, Item No. 2 already has an effective date of 7-1, 2014, so it's already a retroactive contract, so we could defer that because it's going to be a retroactive agreement one way or another. And I believe that's part of a pool of contracts for that service. Also Item No. 3 is not scheduled to be effective until September 1st, and so I believe we could move that also to the August Agenda.

Governor: Yeah, so given your statement, I don't think there's any jeopardy to holding these contracts until the August Board of Examiners' meeting?

Clerk: I'm not aware of any.

Governor: Mr. Secretary, do you have any objection to holding Contracts 2 and 3 until the next meeting?

Secretary of State: No, Governor.

Governor: Okay. All right. Then let's move on to Contract No. 9, Department of Education and Measured Progress. Good morning.

Steve Canavero: Governor, Mr. Secretary, Steve Canavero, Deputy Superintendent, Department of Education.

Governor: And I have no issue with the contract, but I thought this would be an opportunity to talk about what's happening within the Department of Ed and the testing and the contract with...

Steve Canavero: Measured Progress.

Governor: ...Measured Progress.

Steve Canavero: Yeah, so I won't keep us here past lunch with what's happening with assessments and the Department of Ed, so I'll be brief. The contract amendment was necessary in order to revise of scope of work to deliver the end of course assessments which are now required of our high school students beginning with I guess the incoming class, graduating 10th graders, so the graduating class of 2016 and 2017, the incoming 9th graders, and then from thereon forward. So the MP contract, we needed to utilize and change the scope of work with this vendor to develop our items to deliver the assessment, to report the end of course assessments. And then within that scope of work we also modified a number of other changes to -- we modified the contract in other areas to also account for the delivery of the assessments for next year, which may be the Smarter Balanced Assessment Consortium assessments, which have yet to be selected by the academic center, its council and the State Board of Education. But we needed to ensure that this contract was put in place in time should that selection be made that it could be executed in a timely fashion.

Governor: So this contract is very critical in the process of shifting from high school proficiency exams to these Smarter Balanced tests, correct?

Steve Canavero: Correct. This is where it lives. And this contract also continues the high school proficiency exam rightfully so for those students who are 11th and 12th graders, incoming 11th and 12th graders, as well as those students in the adult high school program -- adult programs as well.

Governor: All right. Thank you very much.

Steve Canavero: Yeah, thank you.

Governor: Mr. Secretary, any questions?

Secretary of State: No, Governor.

Governor: All right. We will move to Contract 19, the Department of Corrections and CenturyLink.

Governor: Good morning, Mr. Sisco.

Scott Sisco: Good morning, Governor.

Governor: And, again, I don't have a question per se with regard to the nature of this contract, so you don't need to go to the depths of that. I just have a vague recollection that there was some litigation surrounding inmates and phone services.

Scott Sisco: Right. A couple things, as you will recall, this particular contract provides the telephone services in the institutions for the inmates. Not that long ago we actually renewed the one to see if we were going to get past that litigation. We did not, so we went ahead and went out to bid. Basically we got bids with various scenarios whether or not the federal stay that the federal judge put on it would go away. What we discovered during that period of time was we couldn't compel our vendor to take a profit cut, if you will, as a result of the federal stay until the determination was made.

So this particular bid, again, has scenarios. Right now the scenario that we selected is based on that stay, so that the vendor makes his level of profit and the institution makes the commission which, you know, pay for various things for the inmates. Should that stay be either upheld or done away with, then we have a set of safe harbor rates that we will back to. And at that point in time we will adjust the contract with a contract amendment. And I think as I told you at the Board of Prison Commissioners meeting, we anticipate probably a reduction to revenues somewhere between 600,000 and \$1 million a year at that point in time.

Governor: Okay. But this contract contemplates all of that and provides you with the flexibility to react...

Scott Sisco: Yes.

Governor: ...to any type of legal decisions.

Scott Sisco: Absolutely. Like I say, it does not take -- it does not take the rates down to those new FCC rates because, again, we didn't have the ability to do that. But it does contemplate that and does set us up for that once that decision is made.

Governor: All right. Mr. Secretary, do have any questions on Contract 19?

Secretary of State: No, Governor, thank you.

Governor: I believe that exhausts my questions on contracts. Mr. Secretary, any other contracts you'd like to be considered?

Secretary of State: No, Governor, thank you.

Governor: Then the Chair will accept a motion to approve Contract No. 1, 4 through 6 and 8 through 33.

Secretary of State: I'll move for approval.

Governor: I'll second the motion. Any questions or discussion? And before I take the vote, did I get that right, Ms. Teska...

Clerk: Yes.

Governor: ...to make sure that...

Clerk: Yes.

Governor: ...held 2 and 3 and 7?

Clerk: Yes.

Governor: All right. All in favor of the motion say aye. Aye.

Secretary of State: Aye.

Governor: Motion passes 2-0.

***12. 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: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: We will move on then to the next Agenda item which is No. 12, Master Service Agreements. Ms. Teska.

Clerk: There are four master service agreements for your approval today. And we can entertain any questions if you have any.

Governor: I have no questions. Mr. Secretary?

Secretary of State: No, Governor.

Governor: All right. The Chair will accept a motion for approval of master services agreements 1 through 4 as described in Agenda Item No. 12.

Secretary of State: Move for approval.

Governor: Second the motion. Any questions or discussion on the motion? All in favor say aye.

Secretary of State: Aye.

Governor: Aye. Motion passes 2-0.

13. INFORMATION ITEMS

Pursuant to AB 41 of the 2013 Legislative Session, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Below is a list of all applicable approvals for contracts and amendments approved from May 17, 2014 through June 17, 2014.

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES – AGING AND DISABILITY SERVICES DIVISION	ENTERPRISE INFORMATION TECHNOLOGY SERVICES	REVENUE	\$15,220	
	Contract Description:	This is a new revenue intrastate interlocal agreement that is ongoing and provides for the lease of office space located at 1391 South Jones Blvd., Building 1300, Las Vegas NV 89146 to Enterprise Information Technology Services.				
	Term of Contract:	07/01/2014 – 06/30/2018		Contract # 15545		
2	901	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION - REHABILITATION DIVISION – BUSINESS ENTERPRISE	SUBURBAN ELEVATOR OF NEVADA	OTHER: BUSINESS ENTERPRISE SET ASIDE	\$20,000	
	Contract Description:	This is a new contract to provide installation, service, repair and maintenance for the dumbwaiter located in Business Enterprises of Nevada locations at the Hoover Dam. The vendor shall provide all management, tools, materials, supplies, equipment, transportation and labor necessary for installation, service, repair, and maintenance of the dumbwaiter in a manner to ensure continuous and safe operation in accordance with industry standards.				
	Term of Contract:	05/20/2014 – 02/28/2018		Contract # 15558		
3	908	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – ADMINISTRATIVE SERVICES	NEVADA SIGN CO	FEDERAL 69% GENERAL 1.9% OTHER: SPECIAL FUND AND CAREER ENHANCEMENT FUND 29.1%	\$10,000	
	Contract Description:	This is the first amendment to the original contract, which continues ongoing services for the manufacture, installation and repair of signage for the Department of Employment, Training and Rehabilitation leased and owned buildings in the Las Vegas area. This amendment changes the vendors mailing address, extends the contract termination date from November 30, 2014 to October 31, 2016 and increases the maximum amount from \$9,500 to \$19,500 for the term of the contract.				
	Term of Contract:	11/06/2012 – 10/31/2016		Contract # 13865		

4	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES PARKS DIVISION – STATE PARKS	REGIONAL TRANSPORTATION COMMISSION	REVENUE	\$15,000	
	Contract Description:	This is a new revenue contract to provide transit operations from Reno/Sparks to Sand Harbor State Park.				
		Term of Contract:	05/22/2014 – 09/05/2014	Contract # 15744		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
5	902	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – EMPLOYMENT SECURITY DIVISION	LAS VEGAS INTERPRETERS CONNECTION, LLC	OTHER: ALL DETR BUDGET ACCOUNTS	\$49,500	
	Contract Description:	This is a new contract that continues ongoing interpretation services at Unemployment Insurance hearings and other meetings in the Las Vegas area. These meetings require interpreters to be fluent in multiple languages and the interpretation must be on a word-for-word basis for clients.				
		Term of Contract:	06/01/2014 – 05/31/2016	Contract # 15605		
6	030	ATTORNEY GENERAL'S OFFICE	NATIONAL CONSUMER LAW CENTER, INC.	OTHER: REGULATORY ASSESSMENTS	\$42,920	
	Contract Description:	This is a new contract to provide litigation support and assistance to the Bureau of Consumer Protection (BCP) on filings and other proceedings made by Nevada utilities before the court, regulatory body, board, commission, or agency having jurisdiction on electric issues that may impact Nevada utilities or rate payers for whom the BCP has statutory requirement to represent.				
		Term of Contract:	05/22/2014 – 06/13/2018	Contract # 15712		
7	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES	FLEET HEATING & AIR, INC.	GENERAL	\$14,000	
	Contract Description:	This is a new contract that continues ongoing air conditioning and heating services for the Sierra Regional Center (SRC) campus at 601 S. 21st Street. The contractor will, on an as needed basis, provide for the maintenance, repair and/or replacement of heating and air conditioning units.				
		Term of Contract:	05/27/2014 – 04/30/2016	Contract # 15622		
8	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES	STANLEY STEEMER INTERNATIONAL, INC.	GENERAL 48.3% FEDERAL 51.7%	\$15,000	
	Contract Description:	This is a new contract that continues ongoing carpet cleaning services at various locations within Desert Regional Center.				
		Term of Contract:	05/27/2014 – 04/30/2016	Contract # 15683		
9	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES	SOUTHWEST AIR CONDITIONING SERVICES	GENERAL 48.3% FEDERAL 51.7%	\$37,000	
	Contract Description:	This is a new contract that continues ongoing inspection and repair services for facility air conditioning systems.				
		Term of Contract:	07/01/2014 – 06/30/2016	Contract # 15687		
10	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES	LABEEG BUILDING SERVICES, INC.	GENERAL 90% FEDERAL 10%	\$29,340	

	Contract Description:	This is a new contract that continues ongoing janitorial services to the child welfare rural region office located in Fallon.		
	Term of Contract:	09/01/2014 – 08/31/2017	Contract # 15730	

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
11	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES	ANYTIME PLUMBING, INC.	GENERAL 40.9% FEDERAL 56.6%	\$45,000	
	Contract Description:	This is a new contract that continues ongoing plumbing services on an as needed basis for the division's eleven buildings located at 6171 W. Charleston Blvd., Las Vegas.				
		Term of Contract:	07/01/2014 – 06/30/2018	Contract # 15732		
12	040	SECRETARY OF STATE'S OFFICE	CHALEKIAN, PAUL M DBA POSDCORB, LC	GENERAL	\$24,200	
	Contract Description:	This is the first amendment to the original contract, which provides services to engage with one or more agencies on gathering business requirements regarding the processing of business registrations, licensing and/or permitting in compliance with state and local laws in order to determine how SilverFlume (Nevada's Business Portal) can be used to streamline the business customer's experience while powering the business requirements. This amendment extends the termination date from June 30, 2014 to December 31, 2014 and increases the maximum amount from \$20,000 to \$44,200.				
		Term of Contract:	10/17/2013 – 12/31/2014	Contract # 14814		
13	240	OFFICE OF VETERAN'S SERVICES	SCHNEIDER ELECTRIC	OTHER: MULTIPLE BUDGET ACCOUNTS	\$3,001	
	Contract Description:	This is the first amendment to the contract to provide remote monitoring of HVAC control systems for the Nevada State Veterans Home. The purpose of this amendment is to extend the contract from May 31, 2014 to May 31, 2015, and to increase the maximum amount of the contract from \$9,999 to \$13,000. Increased money is to cover quarterly maintenance review as well as parts and labor for repairs.				
		Term of Contract:	06/01/2011 – 05/31/2015	Contract # 12123		
14	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES PARKS DIVISION	LINCOLN COUNTY POWER DISTRICT	FEES: UTILITY SURCHARGE	\$15,000	
	Contract Description:	This is a new inter local contract to provide repairs to power lines at Spring Valley, Echo Canyon, Kershaw Ryan, Regional Visitors Center and Cathedral Gorge State Park.				
		Term of Contract:	06/04/2014 – 06/30/2017	Contract # 15735		
15	431	ADJUTANT GENERAL & NATIONAL GUARD	HERSHENOW & KLIPPENSTEIN	FEDERAL	\$9,100	
	Contract Description:	This is the first amendment to the original contract, which provides for architectural, structural, mechanical and electrical services (Type C Services) for two (2) mezzanines in the Army Aviation Support Facility Hangars in the Harry Reid Training Center. The Army National Guard will execute a contract for design and construction of the two mezzanines from a modular mezzanine company. This amendment increases the maximum amount from \$4,800 to \$13,900 due to additional project requirements.				
		Term of Contract:	12/19/2013 – 08/23/2014	Contract # 15204		
16	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH	DIVERSIFIED SYSTEMS INTERNATIONAL, INC.	GENERAL	\$14,290	
	Contract Description:	This is a new contract that continues ongoing quarterly fire alarm inspections of buildings 25 and 26 on the Northern Nevada Adult Mental Health Services campus and annual campus-wide fire alarm inspections pursuant to Nevada State Fire Marshall licensing and Joint Commission accreditation requirements.				

		Term of Contract:	07/01/2014 – 06/30/2016	Contract # 15719		
#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
17	702	DEPARTMENT OF WILDLIFE	SANITARY SEPTIC SERVICE, INC.	OTHER: Q-1 BONDS	\$21,675	
	Contract Description:	This is a new contract to pump effluent and sediment from two settling ponds at the Spring Creek Rearing Station. Sediment had to be removed as part of a larger project to replace the pond liners.				
		Term of Contract:	03/03/2014 – 03/21/2014	Contract # 15755		
18	051	TREASURER OFFICE – COLLEGE SAVINGS TRUST	THERESA NAVARRO	OTHER: COLLEGE SAVINGS MARKETING	\$15,000	
	Contract Description:	This is a new contract to provide educational outreach in connection with the Nevada College Kick Start Program.				
		Term of Contract:	05/30/2014 – 12/31/2014	Contract # 15737		
19	082	DEPARTMENT OF ADMINISTRATION PUBLIC WORKS DIVISION	PETTY & ASSOCIATES, INC.	BONDS 83% OTHER: TRANSFER FROM TREASURER 17%	\$48,800	
	Contract Description:	This is a new contract to provide professional mechanical and electrical engineering services to replace air handling units at the Lovelock Correctional Center; housing units 1A, 1B, 2A and 2B - Project No. 13-M12; SPWD contract No. 102720.				
		Term of Contract:	06/05/2014 – 06/30/2018	Contract # 15776		
20	101	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS – COMMISSION ON TOURISM	CERTIFIED FOLDER DISPLAY SERVICE, INC.	OTHER: LODGING TAX	\$31,763	
	Contract Description:	This is a new contract that continues ongoing distribution of Nevada's official travel and leisure guide as part of the marketing plan to bring tourists into Nevada. The travel guides will be strategically placed in California welcome centers and other locations in Los Angeles County, Phoenix, Reno/Carson City, Salt Lake City, Boise, San Diego County, Oakland International Airport, and the San Jose Airport.				
		Term of Contract:	06/01/2014 – 12/31/2014	Contract # 15782		
21	082	DEPARTMENT OF ADMINISTRATION PUBLIC WORKS DIVISION	PREMIER JANITORIAL MANAGEMENT	FEES: BUILDING RENT INCOME FUNDS	\$24,400	
	Contract Description:	This is a new contract that continues ongoing janitorial services for Healthcare Finance and Policy located at 560 Hammill Way, Reno, Nevada.				
		Term of Contract:	08/01/2014 – 07/31/2018	Contract # 15626		
22	082	DEPARTMENT OF ADMINISTRATION PUBLIC WORKS DIVISION	SOUTHWEST ELECTRITECH SERVICES, LLC	BONDS 30% OTHER: REBATE 68% TRANSFER FROM TREASURER 2%	\$24,350	
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Statewide Energy Efficiency Program; Project No. 13-S08; Contract No. 102725.				
		Term of Contract:	06/05/2014 – 06/30/2018	Contract # 15777		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
23	810	DEPARTMENT OF MOTOR VEHICLES	HIGH DESERT MICROIMAGING, INC.	FEDERAL 45% HIGHWAY 55%	\$47,500	
	Contract Description:	This is the sixth amendment to the original contract, which provides end user technical support to Kofax Scanning Software being currently used within the department. This amendment extends the termination date from June 30, 2014 to June 30, 2019 and increases the maximum amount from \$122,685 to \$170,185 in order to provide the required maintenance on custom built and/or enhanced scanning system and software being utilized within the department.				
		Term of Contract:	06/17/2009 – 6/30/2014	Contract # CONV6454		
24	754	DEPARTMENT OF BUSINESS AND INDUSTRY – MANUFACTURED HOUSING DIVISION	CHARLES ABBOTT AND ASSOCIATES, INC.	FEES: INSPECTIONS FEES	\$14,000	
	Contract Description:	This is the second amendment to the original contract, which provides inspections and required testing for the installation of manufactured/mobile homes and commercial coaches; inspections and tests for home repairs and the replacement of heat producing appliances with the home; and approval of plans/modifications of plans as requested by the Division. The amendment increases the maximum amount of the contract from \$56,000 to \$70,000, due to increased inspections and Division staff vacancies.				
		Term of Contract:	01/23/2013 – 06/30/2015	Contract # 14025		
25	440	DEPARTMENT OF CORRECTIONS	T&M CONTROLS, INC.	GENERAL	\$49,000	
	Contract Description:	This is a new contract to provide an upgrade to the existing Rockwell Lethal Fence Monitoring System at High Desert State Prison.				
		Term of Contract:	06/02/2014 – 06/30/2014	Contract # 15756		
26	901	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – REHABILITATION DIVISION	BISHOP CONTRACTING, INC. DBA BISHOP AIR SERVICE	OTHER: BUSINESS ENTERPRISE SET ASIDE	\$25,000	
	Contract Description:	This is a new contract to provide maintenance and service of air-conditioning units to include, but are not limited to, remove and replace air filters monthly and clean coils, registers and returns at all existing Business Enterprises of Nevada (BEN) locations in Southern Nevada (as outlined herein); including the three sites at the Hoover Dam. The vendor shall be required to service any new sites added during the term of the contract at the costs outlined in the signed contract. The vendor may be requested to replace filters more frequently depending on the location's needs.				
		Term of Contract:	06/03/2014 – 06/30/2017	Contract # 15677		
27	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES	GEN-TECH OF NEVADA, INC.	GENERAL	\$14,000	
	Contract Description:	This is the first amendment to the original contract, which provides generator service and repair on an as needed basis for Summit View Youth Correctional Center. This amendment increases the maximum amount from \$10,000 to \$24,000. Due to the vacancy of this property for more than three years, it has taken \$4,686 to bring the generator to operable condition and recently when the solar panels were disconnected the generator failed to take over and required additional repair.				
		Term of Contract:	10/03/2013 – 06/30/2017	Contract # 15007		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
28	611	GAMING CONTROL BOARD	SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL	GENERAL 80% OTHER: FORFEITURE FUNDS 20%	\$15,000	
	Contract Description:	This is the third amendment to the original contract which provides access to an 800 Mhz two-way radio system in support of the Gaming Control Board's Enforcement Division field operations in Southern Nevada. This amendment extends the termination date from June 30, 2014 to December 31, 2014 and increases the maximum amount from \$28,000 to \$36,000 due to the extended term.				
		Term of Contract:	04/18/2011 – 12/31/2014	Contract # 12105		
29	300`	DEPARTMENT OF EDUCATION	CLARK COUNTY PUBLIC EDUCATION FUND	GENERAL	\$19,500	
	Contract Description:	This is a new contract to provide for the facilitation of meetings to diagnose and report on where there are gaps in providing professional development to Nevada teachers and administrators to implement the Nevada Academic Content Standards in English Language Arts and Mathematics based on the Common Core State Standards.				
		Term of Contract:	06/06/2014 – 07/31/2014	Contract # 15774		
30	810	DEPARTMENT OF MOTOR VEHICLES	ALARMCO	HIGHWAY 95% FEES: POLLUTION CONTROL FEES 5%	\$7,800	
	Contract Description:	This is the third amendment to the original contract, which provides for the monitoring of the security service for the DMV offices located in Las Vegas, Henderson, and Mesquite. This amendment extends the termination date from June 30, 2014 to June 30, 2015 and increases the maximum amount from \$69,740 to \$77,540 to cover the cost of the additional year extension.				
		Term of Contract:	07/01/2008 – 6/30/2015	Contract # CONV5407		
31	908	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – ADMINISTRATIVE SERVICES	CAPTIONS UNLIMITED OF NEVADA, INC.	OTHER: ALL DETR BUDGET ACCOUNTS	\$29,000	
	Contract Description:	This is the first amendment to the original contract which continues ongoing real time captioning, which includes rough draft transcripts for clients, employees, board members, council members, or consumers who are deaf or hearing impaired, for meetings, conferences, trainings, or other occasions, as needed. This amendment changes the departments contact person, phone, fax number; the contractor's mailing address; extends the termination date from June 30, 2014 to June 30, 2016 and increases the maximum amount from \$20,000 to \$49,000 due to increased need for these services.				
		Term of Contract:	07/01/2012 – 06/30/2016	Contract # 13315		
32	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIVISION OF PUBLIC AND BEHAVIORAL HEALTH	JAM CONTRACTING, LLC	GENERAL	\$16,970	
	Contract Description:	This is a new contract to prepare and install Acrovyn wall coverings necessary to protect existing walls from unnecessary damages in buildings D, G, E, and H in which direct services are provided to Behavioral Health patients.				
		Term of Contract:	06/11/2014 – 09/30/2014	Contract # 15610		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
33	240	OFFICE OF VETERANS SERVICES	CAMPBELL'S CUSTODIAL SERVICES, INC.	GENERAL 53% OTHER: CEMETARY INTERMENT FEES 47%	\$38,000	
	Contract Description:	This is a new contract to provide cleaning service for the Administration Building, Chapel, and Maintenance Building at the Southern Nevada Veterans Memorial Cemetery.				
		Term of Contract:	06/11/2014 – 06/30/2016	Contract # 15772		
34	082	DEPARTMENT OF ADMINISTRATION PUBLIC WORKS DIVISION	BUILDING CONTROL SERVICES, INC.	FEES: BUILDING RENT INCOME FUNDS	\$45,000	
	Contract Description:	This is a new contract to provide ongoing maintenance, repair and parts supply for Allerton temperature controls in various State buildings in Northern Nevada.				
		Term of Contract:	06/05/2014 – 06/14/2018	Contract # 15768		
35	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES PARKS DIVISION	RELIABLE PUMP, INC. DBA RELIABLE PUMP & MOTOR	FEES: MAINTENANCE	\$14,382	
	Contract Description:	This is a new emergency contract to provide repair of the sewage pumping station located at Big Bend in Colorado.				
		Term of Contract:	03/21/2014 – 04/28/2014	Contract # 15785		
36	082	DEPARTMENT OF ADMINISTRATION PUBLIC WORKS DIVISION	CARPENTER SELLERS ASSOCIATION DBA CARPENTER SELLERS ARCHITECTS	OTHER: UNIVERSITY SYSTEMS RECEIPTS 13%, TRANSFER FROM CAPITAL PROJECTS FUND 10%, TRANSFER FROM TREASURER 55%, TRANSFER FROM PUBLIC WORKS 22%	\$43,645	
	Contract Description:	This is the second amendment to the original contract, which provides professional architectural/engineering services for the University of Las Vegas Hotel College Academic Building; Project No. 13-P05; Contract No. 92114. This amendment increases the maximum amount from \$2,794,463 to \$2,838,108 and provides additional scope for the cost estimator to include a cost model based on schematic design progress documents and a meeting to review with the construction manager at risk and the Public Works Division, along with additional services for requested changes by the using agency to reduce thirty-three offices and expedited services to maintain the schematic design schedule in order to have a construction cost available from the construction manager at risk to submit to the CIP 2015.				
		Term of Contract:	02/04/2014 – 06/30/2017	Contract # 15263		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
37	707	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES STATE LANDS	NICHOLS CONSULTING ENGINEERS	BONDS	\$49,000	
	Contract Description:	This is the second amendment to the original contract, which provides civil engineering design service to the Nevada Division of State Lands for the restoration of North Canyon Creek in Lake Tahoe, NV. This amendment increases the maximum amount from \$478,526 to \$527,526 due to increased regulatory requirements set forth by the U.S. Army Corps of Engineers requiring additional inspections be conducted by the vendor and their cultural resources sub-consultant.				
	Term of Contract:	04/12/2011 – 12/31/2014	Contract # 11944			
38	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORTIVE SERVICES	ADVISON, INC.	GENERAL 33% FEDERAL 67%	\$27,350	
	Contract Description:	This is a new contract to provide Division of Welfare and Supportive Services (DWSS) an evaluation and assessment of the current Microsoft SharePoint environment. The evaluation and assessment will include recommendations for modifications needed to ensure the best performance, security and reliability in the SharePoint site, along with technical assistance to identify and find solutions for the connectivity, authentication, searching, and other challenges that DWSS is currently facing.				
	Term of Contract:	06/11/2014 – 06/30/2014	Contract # 15751			
39	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORTIVE SERVICES	ADVISON, INC.	GENERAL 33% FEDERAL 67%	\$15,400	
	Contract Description:	This is a new contract to provide the Division of Welfare and Supportive Services an evaluation and assessment of the current Microsoft Project Server environment. The evaluation and assessment will include recommendations for modifications and enhancements to improve and preserve functionality and scalability of the current installation, along with training for project managers and administrators.				
	Term of Contract:	06/11/2014 – 06/30/2014	Contract # 15750			
40	902	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – EMPLOYMENT SECURITY DIVISION	CASHMAN EQUIPMENT COMPANY	OTHER: EMPLOYMENT SECURITY DIVISION SPECIAL FUND	\$16,800	
	Contract Description:	This is the second amendment to the original contract, which continues to provide remedial and preventative maintenance on the uninterrupted power supply module and two semi-annual preventative maintenance visits on the module's battery strings located at the department's administrative office at 500 E. Third Street in Carson City. This amendment changes the State's contact person and increases the maximum amount from \$17,500 to \$34,300 due to the need for the removal and replacement of eighty module batteries.				
	Term of Contract:	09/15/2011 – 08/31/2015	Contract # 12625			
41	030	OFFICE OF THE ATTORNEY GENERAL	GILBERT COLEMAN PHD ECONOMIC CONSULTING, INC.	OTHER: INSURANCE PREMIUM TRUST FUND	\$45,000	
	Contract Description:	This is a new contract that continues ongoing litigation support, including market and economic feasibility studies and statistical analysis, as well as testimony in regards to the economic analysis in defense of lawsuits against the State of Nevada.				
	Term of Contract:	07/01/2014 – 06/30/2015	Contract # 15793			

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
42	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES	ELKO COUNTY COMPTROLLER	OTHER: REVENUE FROM COUNTY	\$40,000	
	Contract Description:	This is a new revenue contract that is ongoing and provides for service to children with developmental disabilities and the County to reimburse the Aging and Disability Services Division the non-federal share of funding as payment for services.				
		Term of Contract:	07/01/2013 – 06/30/2015	Contract # 14973		
43	440	DEPARTMENT OF CORRECTIONS	RIDGE HOUSE, INC.	GENERAL	\$24,900	
	Contract Description:	This is a new contract that continues ongoing post release mental health and substance abuse evaluation and counseling services for offenders.				
		Term of Contract:	07/01/2014 – 06/30/2015	Contract # 15738		
44	440	DEPARTMENT OF CORRECTIONS	CUMMINS ROCKY MOUNTAIN, LLC	GENERAL	\$13,863	
	Contract Description:	This is the first amendment to the original contract, which continues ongoing preventative maintenance services on the generators at Northern Nevada Correctional Center, Nevada State Prison, Stewart Conservation Camp, and Warm Springs Correctional Center. This amendment increases the maximum amount from \$52,971.35 to \$66,833.62 due to the addition of services for Northern Nevada Restitution Center and aligns payment terms with negotiated services.				
		Term of Contract:	10/09/2012 – 06/30/2016	Contract # 13672		
45	050	TREASURER'S OFFICE	TREASURY STRATEGIES	GENERAL 75% OTHER: HIGHWAY FUNDS 25%	\$20,000	
	Contract Description:	This is a new contract to provide consulting services to facilitate a request for proposal for acceptance of merchant services bank cards for in-person, online and mobile applications.				
		Term of Contract:	06/12/2014 – 06/30/2015	Contract # 15803		
46	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES	STOREY COUNTY COMMISSIONERS	OTHER: REVENUE FROM COUNTY	\$10,000	
	Contract Description:	This is a new revenue contract that is ongoing and provides for service to children with developmental disabilities and the county to reimburse for the Aging and Disability Services Division the non-federal share of funding as payment for services.				
		Term of Contract:	07/01/2013 – 06/30/2015	Contract # 15739		
47	082	DEPARTMENT OF ADMINISTRATION PUBLIC WORKS DIVISION	MELROY ENGINEERING INC DBA MSA ENGINEERING CONSULTANTS	FEDERAL	\$10,200	
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the water heater replacement at the Stead Training Center, Project No. 14-A013-19; Contract No. 103983. The vendor will provide construction design documents with specs for the replacement of domestic water heaters at the 8203, 8204, 8205, and 8209 buildings; and review and improve the instantaneous water heaters in the 8026, 8207, and 8208 buildings.				
		Term of Contract:	06/16/2014 – 06/30/2018	Contract # 15805		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
48	082	DEPARTMENT OF ADMINISTRATION PUBLIC WORKS DIVISION	MELROY ENGINEERING INC DBA MSA ENGINEERING CONSULTANTS	FEDERAL	\$12,500	
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the rooftop unit replacement at the Nevada Army National Guard Army Aviation Stead Facility; Project No. 14-A013-15; Contract No. 102752. The vendor will provide design documents with specs for the replacement of three roof top units and heat pumps at the Army Aviation Support Facility at the Harry Reid Training Center with four new rooftop units.				
		Term of Contract:	Upon approval – 06/30/2018	Contract # 15808		
49	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES	INTERMOUNTAIN LOCK & SECURITY SUPPLY	GENERAL	\$24,000	
	Contract Description:	This is a new contract that continues ongoing locksmith service and repair on an as needed basis at Summit View Youth Correctional Center.				
		Term of Contract:	07/01/2014 – 06/30/2018	Contract # 15783		
50	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES	ALLSTATE ELECTRIC, LLC	GENERAL	\$24,000	
	Contract Description:	This is a new contract that continues ongoing electrical services on an as needed basis for Summit View Youth Correctional Center.				
		Term of Contract:	06/18/2014 – 06/30/2018	Contract # 15797		
51	611	GAMING CONTROL BOARD	MIEKO HIRAI BRAUN	OTHER: GAMING CONTROL BOARD INVESTIGATIVE FUND (APPLICANT PAID)	\$44,900	
	Contract Description:	This is the second amendment to the original contract, which provides Japanese translator and interpreter services. This amendment extends the termination date from June 30, 2014 to June 30, 2015 and increase the maximum amount from \$24,900 to \$44,900 due to an increased need for the services.				
		Term of Contract:	06/25/2013 – 06/30/15	Contract # 14623		

Governor: We will move to Agenda Item 13, Information Items. Ms. Teska.

Clerk: Thank you, Governor. There are 51 information items. These are the contracts that have been approved during the last month that do not reach the threshold for the Board of Examiners.

Governor: Okay. And I've reviewed all of them. I have no question. Mr. Secretary, any questions with regard to Agenda Item No. 13?

Secretary of State: No, Governor.

14. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

Comments:

Governor: That moves us Agenda Item 14, Public Comment. Is there any member of the public here in Carson City that would like to provide comment to the Board? Is there anyone present in Las Vegas that would like to provide public comment to the Board?

Secretary of State: Doesn't appear so, Governor.

*15. FOR POSSIBLE ACTION – ADJOURNMENT

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: All right then. Is there a motion to adjourn?

Secretary of State: I'll move for adjournment.

Governor: Second the motion. All in favor say aye.

Secretary of State: Aye.

Governor: Aye. Motion passes 2-0. This meeting is adjourned. Thank you, ladies and gentlemen.

Respectfully submitted,

JULIA TESKA, CLERK

APPROVED:

GOVERNOR BRIAN SANDOVAL, CHAIRMAN

ATTORNEY GENERAL CATHERINE CORTEZ MASTO

SECRETARY OF STATE ROSS MILLER

*.

A.

The 2013 Legislature appropriated funds from the State General Fund and State Highway Fund for the purpose of meeting any deficiencies which may be created between the appropriated money of the respective departments, commissions, and agencies of the State of Nevada, as fixed by the 2013 Session of the Nevada Legislature, and the actual salary of each state employee. Pursuant to this legislation, the following amounts from the State General Fund and State Highway Fund are recommended:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
1036	AG – Crime Prevention	\$2,321	
	Total	\$2,321	



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

100 North Carson Street
Carson City, Nevada 89701-4717

CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO
Assistant Attorney General

THOM M. GOVER
Acting Chief of Staff

DATE: July 29, 2014

TO: Eric King, Budget Analyst
Budget Division

FROM: Martie E. Radu, Chief Financial Officer
Office of the Attorney General

A handwritten signature in cursive script, reading "Martie E. Radu".

SUBJECT: Fiscal Year 2014 Salary Adjustment Funds

Assembly Bill 511, Sections 6, 7, and 8, appropriates General and Highway Funds to the Board of Examiners (BOE) to meet deficiencies created between the appropriated money of the respective departments and the amount of money required to pay the salaries of employees. The Executive Budget Office, Policy Directive #D-2014-05 provides a capped amount of \$4,602 for the Crime Prevention Budget Account 1036 in fiscal year 2014.

The Office of the Attorney General is requesting salary adjustment funds in the amount of \$2,321 to augment a cash shortfall in the Crime Prevention Account (Budget Account 1036), for fiscal year 2014. The additional funds are necessary to allow the agency to balance forward the \$1,460 in unused Civil Penalties received for Older Victims (NRS 217.260 & 228.280) and to process the repayment of \$1,190 Interim Finance Committee Contingency Funds (Cat 94).

STATE OF NEVADA
Office of the State Controller

Budget Status Report - Totals by Object for Selected Category

Fiscal Year: 2014

General Fund: 101 GENERAL FUND

Budget Account: 1036 CRIME PREVENTION

Code	Code Description	Expended	Encumbered	Pre-encumbered	Obligated
01	PERSONNEL SERVICES	262,201.44	.00	.00	262,201.44

Object	Object Description	Expended	Encumbered	Pre-encumbered	Obligated
5100	SALARIES	170,922.29	.00	.00	170,922.29
5120	FURLOUGH ADJUSTMENTS	-5,334.32	.00	.00	-5,334.32
5200	WORKERS COMPENSATION	2,900.15	.00	.00	2,900.15
5300	RETIREMENT	43,363.27	.00	.00	43,363.27
5400	PERSONNEL ASSESSMENT	574.00	.00	.00	574.00
5500	GROUP INSURANCE	24,092.95	.00	.00	24,092.95
5610	SICK LEAVES	3,607.10	.00	.00	3,607.10
5620	ANNUAL LEAVES	9,048.45	.00	.00	9,048.45
5660	FURLOUGH LEAVE	5,334.32	.00	.00	5,334.32
5700	PAYROLL ASSESSMENT	292.00	.00	.00	292.00
5750	RETIRED EMPLOYEES GROUP INSURA	4,426.79	.00	.00	4,426.79
5800	UNEMPLOYMENT COMPENSATION	387.58	.00	.00	387.58
5840	MEDICARE	2,586.86	.00	.00	2,586.86

[Return to Selection Screen](#)

3

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

POLICY DIRECTIVE #D-2014-05

March 28, 2014

TO: All Agencies

FROM: Jeff Mohlenkamp, Director
Department of Administration

A handwritten signature of Jeff Mohlenkamp is placed next to his name in the "FROM" field.

SUBJECT: Fiscal Year 2014 and 2015 Salary Adjustment Funds

Assembly Bill 511, Sections 6, 7, and 8, appropriated General and Highway Funds to the Board of Examiners (BOE) to meet any deficiencies created between the appropriated money of the respective departments and the amount of money required to pay the salaries of the employees. The capped amounts each budget account may request are provided in a separate spreadsheet posted on our website.

The authority for salary adjustment funds was not budgeted in individual budget accounts; therefore, once the Board of Examiners approves a request, a non-IFC work program must be processed to establish the authority before the transfer of cash can be made. Please use the following naming convention for the work program number instead of allowing a default number: *FY SA budget account number*. For example, budget account 1234, would use work program number 14SA1234 in FY14 and 15SA1234 in FY15.

If you have transferred authority from Category 01 to another category, you are not eligible for salary adjustment funds (there are some exceptions to this rule for the transfer of authority from Category 01 for contract staffing needs). Salary adjustment funds are also not available to cover position reclassifications, overtime, etc.

If you require salary adjustment funds, please submit your request along with your salary projections, which should support the amount being requested. Please also include a position fund map. All allocations from the BOE Salary Adjustment Account must be approved by the Board of Examiners.

GENERAL FUND SALARY ADJUSTMENT
FISCAL YEARS 2014 AND 2015

Div	Division Description	Budget Account Description	Fiscal Year 2014	Fiscal Year 2015
010	GOVERNOR'S OFFICE	1000 OFFICE OF THE GOVERNOR	24,561	24,007
010	GOVERNOR'S OFFICE	1001 GOVERNOR'S MANSION MAINTENANCE	2,343	2,288
012	NUCLEAR PROJECTS OFFICE	1005 GOVERNOR'S OFFICE HIGH LEVEL NUCLEAR WASTE	7,790	7,612
020	LIEUTENANT GOVERNOR'S OFFICE	1020 LIEUTENANT GOVERNOR	5,235	5,090
030	ATTORNEY GENERAL'S OFFICE	1002 AG - EXTRADITION COORDINATOR	1,864	1,828
030	ATTORNEY GENERAL'S OFFICE	1030 AG - ADMINISTRATIVE FUND	199,494	196,329
030	ATTORNEY GENERAL'S OFFICE	1036 AG - CRIME PREVENTION	4,602	4,587
030	ATTORNEY GENERAL'S OFFICE	1038 AG - CONSUMER ADVOCATE	21,033	20,810
040	SECRETARY OF STATE'S OFFICE	1050 SOS - SECRETARY OF STATE	139,690	138,547
040	SECRETARY OF STATE'S OFFICE	1058 SOS - STATE BUSINESS PORTAL	6,909	6,955
050	TREASURER - TREASURER'S OFFICE	1080 TREASURER - STATE TREASURER	16,777	16,613
060	CONTROLLER'S OFFICE	1130 CONTROLLER - CONTROLLER'S OFFICE	56,356	56,033
080	ADMIN - DIRECTOR'S OFFICE	1340 ADMINISTRATION - BUDGET AND PLANNING	47,920	47,187
081	ADMIN - INTERNAL AUDITS DIVISION	1342 ADMINISTRATION - DIVISION OF INTERNAL AUDITS	19,745	19,624
082	ADMIN - STATE PUBLIC WORKS DIVISION	1560 ADMINISTRATION - SPWD - FACILITY COND & ANALYSIS	3,364	3,322
332	ADMIN - NEVADA STATE LIBRARY AND ARCHIVES	1052 ADMINISTRATION - NSLA - ARCHIVES AND RECORDS	14,434	14,390
332	ADMIN - NEVADA STATE LIBRARY AND ARCHIVES	2881 ADMINISTRATION - NSLA - NEVADA STATE LIBRARY	17,755	17,656
090	JUDICIAL BRANCH	1484 JUDICIAL PROGRAMS AND SERVICES DIVISION	13,392	13,441
090	JUDICIAL BRANCH	1494 SUPREME COURT	150,173	147,402
090	JUDICIAL BRANCH	1496 SENIOR JUSTICE & SENIOR JUDGE PROGRAM	480	493
090	JUDICIAL BRANCH	2889 LAW LIBRARY	8,630	8,567
101	DTCA - COMMISSION ON TOURISM	2600 TOURISM - INDIAN COMMISSION	1,752	1,723
102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	1526 GOED - GOVERNOR'S OFFICE OF ECONOMIC DEV	45,552	44,542
102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	1528 GOED - RURAL COMMUNITY DEVELOPMENT	6,274	6,094
102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	4867 GOED - PROCUREMENT OUTREACH PROGRAM	7,811	7,580
130	DEPARTMENT OF TAXATION	2361 DEPARTMENT OF TAXATION	343,920	344,172
150	COMMISSION ON ETHICS	1343 COMMISSION ON ETHICS	2,555	2,489
220	JUDICIAL DISCIPLINE COMMISSION	1497 JUDICIAL DISCIPLINE	5,867	5,723
240	OFFICE OF VETERANS SERVICES	2560 NVCA - COMMISSIONER FOR VETERANS' AFFAIRS	18,982	18,788
300	NDE - DEPARTMENT OF EDUCATION	2673 NDE - EDUCATION STATE PROGRAMS	33,040	32,832
300	NDE - DEPARTMENT OF EDUCATION	2697 NDE - PROFICIENCY TESTING	12,625	12,603
331	DTCA - MUSEUMS AND HISTORY DIVISION	1350 TOURISM - MUSEUMS & HIST - LOST CITY MUSEUM	2,237	2,273
331	DTCA - MUSEUMS AND HISTORY DIVISION	2870 TOURISM - MUSEUMS & HIST-NEVADA HISTORICAL SOCIETY	2,822	2,939
331	DTCA - MUSEUMS AND HISTORY DIVISION	2940 TOURISM - MUSEUMS & HIST - NEVADA STATE MUSEUM, CC	7,706	7,632
331	DTCA - MUSEUMS AND HISTORY DIVISION	2941 TOURISM - MUSEUMS & HISTORY	2,719	2,693
331	DTCA - MUSEUMS AND HISTORY DIVISION	2943 TOURISM - MUSEUMS & HIST - NEVADA STATE MUSEUM, LV	6,882	6,882

SFY 14 BA 1036 CASH ANALYSIS CRIME PREVENTION

7/29/2014

REVENUE		Revenue YTD Received	Estimated now thru year end	Total	Cummulative Bal
2501	State Appropriations	227,807.00	-	227,807.00	227,807.00
2511	Balance Forward - Adult Victims of Crimes	955.00	-	955.00	955.00
3893	License Plate Charge	40,084.29	-	40,084.29	267,891.29
4209	Civil Penalties Older Victims	505.00	-	505.00	268,396.29
		269,351.29	-	269,351.29	

EXPENSES		Expenditures YTD	Estimated now thru year end	Total	Cummulative Bal
Cat 01	Personnel Services	(262,201.44)	-	(262,201.44)	(262,201.44)
Cat 03	In State Travel	(1,481.88)	-	(1,481.88)	(263,683.32)
Cat 04	Operating	(3,253.45)	(8.53)	(3,261.98)	(266,945.30)
Cat 09	Investigate and Prosecute Crimes Against Older Person	-	-	-	(266,945.30)
Cat 26	Information Services	(1,695.00)	-	(1,695.00)	(268,640.30)
Cat 83	NDOJ 800MHZ Radio Cost Allocation	(365.00)	-	(365.00)	(269,005.30)
Cat 86	Reserve	-	(1,460.00)	(1,460.00)	(270,465.30)
Cat 87	Purchasing Assessment	(16.00)	-	(16.00)	(270,481.30)
Cat 94	Reserve for Reversion - (LCB)	-	(1,190.00)	(1,190.00)	(271,671.30)
		(269,012.77)	(2,658.53)	(271,671.30)	

Cash Shortfall

338.52

(2,658.53)

(2,320.01)

60

Brian Sandoval
Governor



Julia Teska
State Budget Director

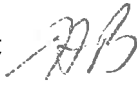
Stephanie Day
Deputy State Budget Director

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: July 21, 2014

To: Julia Teska, Clerk of the Board
Department of Administration

From: John Borrowman, 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.

DEPARTMENT OF ADMINISTRATION, FLEET SERVICES DIVISION

Agenda Item Write-up:

New Vehicle Request: Pursuant to NRS 334.010 the Department of Administration, Fleet Services Division requests approval to purchase thirty-four vehicles for \$892,829 to provide for the legislatively approved increases to agency leased vehicles.

Additional Information:

This is a majority portion of the legislatively approved number and dollar amount but does not deplete the entire authorization.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.



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Budget Account Version - Equipment Schedule

Budget Account Version - Equipment Schedule Details

Budget Period: 2013-2015 Biennium (FY14-15)

Budget Account: 1356 ADMINISTRATION - FLEET SERVICES CAPITAL PURCHASE

Version: L01 LEGISLATIVELY APPROVED

Schedule: EQUIPMENT

Schedule Details Additional Text

Decision Unit Filter: E721 NEW EQUIPMENT

Status: IN PROGRESS

Done

Equipment Schedule

Line #	DU	Catg	GL	Equipment Type	Priority	Year 1			Year 2			
						Count	Rate	Total	Count	Rate	Total	
<input checked="" type="checkbox"/>	1	E721	15	8310 VEHICLE-FLEET-RNO/CC-2.10 TRUCK 4WD 1/2T;EXT CB;L BD	245	0	23,366.00	0	1	24,067.00	24,067	
<input checked="" type="checkbox"/>	2	E721	15	8310 VEHICLE-ALT FUEL-LV-2.10 2WD TRK:1/2T; FL IZ; EXTEND CAB; LONG BED	215	0	21,339.00	0	0	21,979.00	0	
<input checked="" type="checkbox"/>	3	E721	15	8310 VEHICLE-ALT FUEL-LV-4.1 PASSENGER VAN: MINI; 7 PASSENGERS	220	3	23,153.00	69,459	0	23,848.00	0	
<input checked="" type="checkbox"/>	4	E721	15	8310 VEHICLE-ALT FUEL-RNO/CC-5.3 SPRT UTIL VEH: 1/2T;4X4 6 DR(DUAL REAR DRS);5-6	230	0	32,512.00	0	0	33,487.00	0	
<input checked="" type="checkbox"/>	5	E721	15	8360 VEHICLE-FLEET-RNO/CC-1.2 SEDAN: INTERMEDIATE, 4 DOOR; 5-6 PASSENGERS	85	0	16,681.00	0	0	19,242.00	0	
<input checked="" type="checkbox"/>	6	E721	15	8360 VEHICLE-FLEET-LV-1.3 SEDAN: COMPACT, 4 DOOR; 4-5 PASS	90	1	16,580.00	16,580	0	17,077.00	0	
<input checked="" type="checkbox"/>	7	E721	15	8360 VEHICLE-FLEET-RNO/CC-1.3 SEDAN: COMPACT, 4 DOOR; 4-5 PASSENGERS	80	7	16,262.00	113,834	0	16,749.00	0	
<input checked="" type="checkbox"/>	8	E721	15	8310 VEHICLE-FLEET-RNO/CC-4.5 2WD CARGO VAN: 1/2 TON	105	0	22,777.00	0	0	23,461.00	0	
<input checked="" type="checkbox"/>	9	E721	15	8310 VEHICLE-FLEET-RNO/CC-5.2 SPORT UTILITY VEHICLE:4X4;4 DOOR;4-6 PASS	95	0	24,448.00	0	0	25,182.00	0	
<input checked="" type="checkbox"/>	10	E721	15	8360 VEHICLE-ALT FUEL-LV-1.1 SEDAN: FULL-SIZE; 4 DOOR; 6 PASSENGERS	100	6	19,579.00	117,474	7	20,167.00	141,169	
<input checked="" type="checkbox"/>	11	E721	15	8360 VEHICLE-POLICE-RNO/CC-1.1 SEDAN: 4 DOOR	110	0	22,581.00	0	0	23,258.00	0	
<input checked="" type="checkbox"/>	12	E721	15	8360 VEHICLE-FLEET-RNO/CC-1.1 SEDAN: FULL-SIZE, 4 DOOR; 6 PASSENGERS	125	4	22,764.00	91,056	3	23,447.00	70,341	
<input checked="" type="checkbox"/>	13	E721	15	8310 VEHICLE-FLEET-RNO/CC-2.9 TRUCK 4WD 1/2 T;EXT CAB;S BD	120	2	23,101.00	46,202	0	23,794.00	0	
<input checked="" type="checkbox"/>	14	E721	15	8360 VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	130	5	27,559.00	137,795	1	28,385.00	28,385	
<input checked="" type="checkbox"/>	15	E721	15	8310 VEHICLE-FLEET-RNO/CC-2.8 TRUCK 4WD 1/2 T;CREW CAB;L BED	135	0	27,697.00	0	0	28,528.00	0	
<input checked="" type="checkbox"/>	16	E721	15	8310 VEHICLE-FLEET-LV-2.12 TRUCK 4WD 3/4 T;STD CAB;LNG BD	145	0	24,044.00	0	0	24,766.00	0	
<input checked="" type="checkbox"/>	17	E721	15	8310 VEHICLE-FLEET-RNO/CC-2.16 4WD TRUCK 3/4T;EXT CAB;L BD	160	0	26,234.00	0	0	27,021.00	0	
<input checked="" type="checkbox"/>	18	E721	15	8310 VEHICLE-FLEET-LV-5.4 SPORT UTILITY VEH:3/4 TON;4X4;6 DOOR;5-6 PASS	155	0	33,068.00	0	0	34,060.00	0	
<input checked="" type="checkbox"/>	19	E721	15	8310 VEHICLE-FLEET-RNO/CC-5.6 SPORT UTILITY VEH:3/4T;4X4;6 DOOR;8-9 PASS	165	1	36,965.00	36,965	0	38,074.00	0	
<input checked="" type="checkbox"/>	20	E721	15	8310 VEHICLE-ALT FUEL-LV-5.2 SPORT UTILITY VEHICLE: 4X4; 4 DOOR; 4-6 PASS	140	9	25,832.00	232,488	4	26,607.00	106,428	
<input checked="" type="checkbox"/>	21	E721	15	8310 VEHICLE-ALT FUEL-LV-5.3 SPRT UTIL VEH: 1/2T; 4X4;6 DR(DUAL REAR DRS);5-6 PAS	150	1	32,830.00	32,830	2	33,815.00	67,630	
<input checked="" type="checkbox"/>	22	E721	15	8310 VEHICLE-FLEET-RNO/CC-4.2 4WD PASSENGER VAN:12 PASS	175	0	36,611.00	0	0	37,710.00	0	
<input checked="" type="checkbox"/>	23	E721	15	8310 VEHICLE-FLEET-RNO/CC-5.5 SPORT UTILITY VEH: 1/2T;4X4;6 DOOR;8-9 PASS	180	5	37,314.00	186,570	0	38,433.00	0	
<input checked="" type="checkbox"/>	24	E721	15	8310 VEHICLE-FLEET-LV-5.6 SPORT UTILITY VEH:3/4T;4X4;6 DOOR;8-9 PASS	170	0	37,310.00	0	0	38,429.00	0	
<input checked="" type="checkbox"/>	25	E721	15	8360 VEHICLE-ALT FUEL-LV-1.3 SEDAN:COMPACT,4 DOOR;4-5PASSENGERS	200	9	39,725.00	357,525	2	40,917.00	81,834	
<input checked="" type="checkbox"/>	26	E721	15	8310 VEHICLE-ALT FUEL-LV-5.5 SPRT UTIL VEH: 1/2T;4X4; 6 DR(DUAL REAR DRS);8-9 PAS	210	0	35,033.00	0	0	36,084.00	0	
<input checked="" type="checkbox"/>	27	E721	15	8310 VEHICLE-FLEET-RNO/CC-4.4 4WD PASSENGER VAN:1 TON; 15 PASS	235	0	38,946.00	0	0	40,115.00	0	
<input checked="" type="checkbox"/>	28	E721	15	8310 VEHICLE-FLEET-RNO/CC-2.19 4WD TRUCK 1T;CRW CB;S BD;SRW	250	3	29,229.00	87,687	0	30,106.00	0	
<input checked="" type="checkbox"/>	29	E721	15	8280 VEHICLE-FLEET-RNO/CC-3.5 2WD CAB&CHASSIS 1T;DRW:15000GVW	255	1	30,278.00	30,278	0	31,186.00	0	
<input checked="" type="checkbox"/>	30	E721	15	8310 VEHICLE-FLEET-RNO/CC-4.2 2WD PASSENGER VAN:12 PASS	260	2	23,881.00	47,762	0	24,597.00	0	
<input checked="" type="checkbox"/>	31	E721	15	8310 VEHICLE-FLEET-LV-4.3 2WD PASSENGER VAN: 3/4 TON;15 PASS	265	3	26,534.00	79,602	3	27,330.00	81,990	
<input checked="" type="checkbox"/>	32	E721	15	8310 VEHICLE-FLEET-RNO/CC-4.6 2WD CARGO VAN: 3/4 TON	270	2	20,222.00	40,444	0	20,829.00	0	
<input checked="" type="checkbox"/>	33	E721	15	8310 VEHICLE-FLEET-RNO/CC-5.3 SPORT UTILITY VEH:1/2 TON;4X4;6 DOOR; 5-6 PASS	275	11	27,748.00	305,228	8	28,581.00	228,648	
<input checked="" type="checkbox"/>	34	E721	15	8310 VEHICLE-ALT FUEL-LV-2.9 2WD TRK: 1/2T; FL SZ; EXTEND CAB; SHORT BED	280	0	20,174.00	0	3	20,779.00	62,337	
Equipment Schedule Total: 2,029,779											892,829	

REVIEWED: _____

ACTION ITEM: _____

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

Agency Name: Fleet Services Division	Budget Account #: 1356
Contact Name: Keith Wells	Telephone Number: 775-684-1883
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: 34 Amount of the request: \$892,829 Is the requested vehicle(s) new or used: New Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: Various sedans, vans, trucks, sport utilities Mission of the requested vehicle(s): These vehicles will full-fill agencies request to lease additional vehicles from Fleet Services	
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide the decision unit number: E721 If no, please explain how the vehicles will be funded?
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input checked="" type="checkbox"/> Addition(s) <input type="checkbox"/> 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	
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: <i>Please attach an additional sheet if necessary</i>	Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. Yes If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
APPOINTING AUTHORITY APPROVAL: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> _____ Agency Appointing Authority </div> <div style="text-align: center;"> Administrator _____ Title </div> <div style="text-align: center;"> 7-30-14 _____ Date </div> </div>	
BOARD OF EXAMINERS' APPROVAL: <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> Board of Examiners _____ </div> <div style="width: 40%;"> Date _____ </div> </div>	

Revised 7/13/10



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: July 8, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Sherri Barkdull, Budget Analyst *SKB*
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 AGRICULTURE – CONSUMER EQUITABILITY

Agenda Item Write-up:

Pursuant to NRS 334.010 the Department of Agriculture-Consumer Equitability requests approval to purchase three new pickup trucks in the amount of \$90,036.

Additional Information:

Consumer Equitability is requesting permission to purchase three new pickup trucks. Two of these pickup trucks will be used for petroleum device testing in Southern and Northern Nevada, the third pickup truck will be used for testing and inspecting livestock scales in Northern Nevada. Funding for these new vehicles was provided in the agency's 2013-15 budget decision unit E720.

Statutory Authority

NRS 334.010(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.

REVIEWED: <u><i>SKB</i></u>
ACTION ITEM: _____

STATE VEHICLE PURCHASE

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
DEPARTMENT OF AGRICULTURE – CONSUMER EQUITIBILITY	3	\$90,036
Total:	3	\$90,036

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

Agency Name: Nevada Department of Agriculture	Budget Account #: 4551
Contact Name: Dale Hansen	Telephone Number: 775-353-3741

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: 3 **Amount of the request:** ~~93086~~ \$10,036

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

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

All Pick Ups

Mission of the requested vehicle(s):

Two of these vehicles will be used to petroleum device testing in Southern and Northern Nevada, the third vehicle is to be used for testing and inspecting livestock scales in Northern Nevada.

Were funds legislatively approved for the request?

☒ Yes ☐ No

If yes, please provide the decision unit number:

E720

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

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

☒ x 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.

N/A for these purchases

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:

	<u>Fiscal Administrator</u>	<u>7/3/11</u>
Agency Appointing Authority	Title	Date

BOARD OF EXAMINERS' APPROVAL:

☐ Approved for Purchase ☐ Not Approved for Purchase

Board of Examiners _____ Date _____

State of Nevada - Budget Division
Statewide View of BAV Schedules
2013-2015 Biennium (FY14-15)
L01 LEGISLATIVELY APPROVED

Schedule Selection G: Equipment Schedule

Budget Account:		4551 AGRI - CONSUMER EQUITABILITY							
Catg	GL Acct	Description	Priority	Year1 Count	Year2 Count	Year1 Rate	Year2 Rate	Year1 Amt	Year2 Amt
B000	BASE								
04	7460	MISC EQUIPMENT	155	1	1	1,671.00	1,671.00	1,671	1,671
Total for Decision Unit: B000				1	1			1,671	1,671
E710		EQUIPMENT REPLACEMENT							
26	7771	SOFTWARE-MICROSOFT OFFICE SUITE PRO	125	10	1	332.00	332.00	3,320	332
26	8371	HARDWARE-LAPTOP PC W OPERATING SYSTEM- ECONO MODEL	1	9	0	700.00	700.00	6,300	0
Total for Decision Unit: E710				19	1			9,620	332
E720		NEW EQUIPMENT							
05	8310	VEHICLE-FLEET-LV-2.12 TRUCK 4WD 3/4 T;STD CAB;LNG BD	2	1	0	24,044.00	24,766.00	24,044	0
The two SS Slip-On Testing Unit - 240 gallon total are to be used in conjunction with the two 3/4 ton pickups to convert them to gas buggies.									
05	8310	VEHICLE-FLEET-LV-2.5 TRUCK 2WD 1/2 T; STD CAB; S BED	4	0	1	18,087.00	18,629.00	0	18,629
05	8310	VEHICLE-FLEET-RNO/CC-2.12 TRUCK 4WD 3/4T;STD CAB;L BD	3	0	1	23,726.00	24,438.00	0	24,438
The two SS Slip-On Testing Unit - 240 gallon total are to be used in conjunction with the two 3/4 ton pickups to convert them to gas buggies.									
05	7460	#4403 PLATFORCART 24" X 36" 1000 LB CAPACITY + FRT	12	2	0	479.00	0.00	958	0
The platform carts will replace old pallets currently being used in Sparks and Elko. [See Attachment]									
05	7460	SECURED CAMPER SHELL FOR 1/2 TON PU	7	1	0	500.00	0.00	500	0
05	7460	THERMOMETER, HANDHELD + PROBE	15	1	0	777.93	0.00	777.93	0
Needed as backup to current precision thermometer in metrology lab. If current thermometer stops working no volumetric calibrations can be performed. This is important annually, when both Sparks and Las Vegas 5 gallon standards (used to check all other test measures statewide) are recertified as per NRS 581. [See Attachment]									
05	8220	22,400 LB GVWR/30FT. GOOSENECK TRAILER MOD.FD30	6	1	1	15,519.00	15,519.00	15,519	15,519
The two gooseneck trailers and two 1 1/4 ton pickup trucks are for Operation Livestock Scales out of Elko and Reno. [See Attachment]									
05	8250	ONE TON DUAL WHL PICKUP GOOSE NECK TOWING PKG	16	1	1	46,696.00	46,969.00	46,696	46,969
New one ton dual wheel four wheel drive pickup with goose neck trailer towing package for Operation Livestock Scales.									
05	8270	SLIP ON CALIBRATION UNIT-PU BED - 3 80 GAL TANKS	13	1	1	15,995.00	15,995.00	15,995	15,995
The two SS Slip-On Testing Unit - 240 gallon total are to be used in conjunction with the two 3/4 ton pickups to convert them to gas buggies. Each slip-on testing unit costs \$14,995 plus \$1,000 for shipping bring the total to \$15,995 each.									
05	8270	TRAILER MNTED 500 GAL BTM DRN PROVER W/AVIAT FILL	9	1	0	39,907.00	0.00	39,907	0
This is an addition; this allows us to maintain one in Las Vegas and one in Sparks; facilities not constantly swapping out for tank farms and airports. Sparks. [See Attachment]									
05	8270	TRAILER MOUNTED 100 GALLON BOTTOM DRAIN PROVER	8	1	0	23,522.00	0.00	23,522	0
This is a replacement for the towed prover discarded several years back for leaks; fittings to fix leaks are no longer manufactured. [See Attachment]									
05	8271	DIESEL EXHAUST FLUID TEST MEASURE 5 GAL SER E3	14	8	0	819.00	0.00	6,552	0
These five gallon prover containers will be used to support Operation Clandestine Credit/Debit Card. [See Attachment]									
05	8271	WEIGHT, HEAVY CAP 500 LB NIST CLASS F W/CERT +FRT	11	18	0	1,362.44	0.00	24,523.92	0
These are additions for Operation Livestock Scales; the current number of 500 lb weights do not allow us to test 30,000 lb scales to the extent we must. For Elko and Sparks. [See Attachment]									
05	8271	WEIGHT,GHDL 50LB NIST CLASS F W/TRACEABLE CERT+FRT	10	20	0	112.50	0.00	2,250	0
These are additions for general purposes. Sparks [See Attachment]									
Total for Decision Unit: E720				56	5			201,244.85	121,550

State of Nevada - Budget Division
Statewide View of BAV Schedules
2013-2015 Biennium (FY14-15)
L01 LEGISLATIVELY APPROVED

7/8/14 9:04 AM

Budget Account:		4551 AGRI - CONSUMER EQUITABILITY							
Catg	GL Acct	Description	Priority	Year1 Count	Year2 Count	Year1 Rate	Year2 Rate	Year1 Amt	Year2 Amt
E910	TRANSFERS								
04	7460	EQUIPMENT PURCHASES<1,000	1	1	1	797.00	797.00	797	797
		FY10 = \$682.97							
		FY11 = \$0							
		FY12 = \$1,707.16							
		\$682.97 + \$1,707.16 = \$2,390.13/3 year average = \$796.71							
04	7465	EQUIPMENT PURCHASES \$1,000-\$5,000	4	0	0	912.00	912.00	0	0
		FY10 = \$0							
		FY11 = \$2,734.77							
		FY12 = \$0							
		\$2,734.77/3 = \$911.59							
Total for Decision Unit: E910				1	1			797	797
E911	TRANSFERS								
05	8270	GRABNER PLASHPOINT	71	1	0	21,622.00	0.00	21,622	0
05	8270	MINIVIS II MICRO-VISCOMETER	120	1	0	17,266.00	0.00	17,266	0
Total for Decision Unit: E911				2	0			38,888	0
Total for Budget Account: 4551				79	8			252,220.85	124,350



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: July 18, 2014

To: Julia Teska, Clerk of the Board
Department of Administration

From: Jim Rodriguez, 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 CONSERVATION AND NATURAL RESOURCES – DIVISION OF
STATE PARKS**

Agenda Item Write-up:

Pursuant to NRS 286.160, and SAM 208, the Division of State Parks requests approval to revise the agency's internal travel policy by revising its Travel Claim and Per Diem policy for Peace Officers' Standards and Training (POST) academy cadets. The proposed revision would include language to adjust the per diem rate to fifty percent of the state rate in response to changes in the POST academy structure and duration.

Additional Information:

Effective February of 2014 the Nevada POST reduced the required number of weeks to attend a POST academy from 16 weeks to 13. POST also eliminated the dorm requirement and food allowance for cadets affiliated with state agencies. The dorm rooms are still available, but without the food allowance. Additionally, limited cooking facilities at the dorms give the cadets meal options. Based on these changes, the Division of State Parks is adjusting its travel policy regarding per diem rates for cadet candidates. The policy is being revised to pay per diem rate at fifty percent for the 13 weeks cadets attend the POST academy.

Statutory Authority:

SAM 0208
NRS 281.160 (6)

REVIEWED: _____
ACTION ITEM: _____

SAM 0208 - Agencies Adoption of Lesser Travel Reimbursement Rate

NRS 281.160 (6) allows an agency to adopt a rate of reimbursement less than the amounts specified in NRS 281.160 (1) where unusual circumstances make that rate desirable. An agency adopting such rates, must submit their proposed policy to the Board of Examiners for approval. The lesser rates may not be adopted until such approval. A person employed by an agency that has adopted a lesser reimbursement rate shall be reimbursed in accordance with the agency's regulations. Members of boards, contractors, and commissions will be reimbursed at the State rate.

NRS 281.160 Persons entitled to payment for expenses; rate of allowance for travel; use of private or special use vehicles; reimbursement of weekend travel expenses; regulations.

1. Except as otherwise provided in subsection 2, 5 or 6, or by specific statute, if a district judge, state officer, state employee or member of an advisory board supported in whole or in part by any public money, whether the public money is received from the Federal Government or any branch or agency thereof, or from private or any other sources, transacts public business outside of the municipality or other area in which the person's principal office is located, the judge, officer, employee or member, as applicable, is entitled to receive the person's expenses in the transaction of that public business, to be paid at a rate established by the State Board of Examiners, for each 24-hour period during which the person is:

- (a) Away from the office and within the State; or
- (b) Outside of the State.

2. Any person enumerated in subsection 1 is entitled to receive expenses for a period of less than 24 hours in accordance with regulations of the State Board of Examiners.

3. Any person enumerated in subsection 1 is entitled to receive an allowance for transportation in the transaction of public business, whether within or outside of the municipality or other area in which the person's principal office is located. Transportation must be by the most economical means, considering total cost, time spent in transit and the availability of state-owned automobiles and special use vehicles. The State Board of Examiners shall establish the rate of the allowance for travel by private conveyance. The rate must equal the standard mileage reimbursement rate for which a deduction is allowed for the purposes of federal income tax that is in effect at the time the rate is established. If a private conveyance is used for reasons of personal convenience in transaction of state business, the allowance for travel is one-half the established rate.

4. The State Board of Examiners may establish a transportation allowance for the use of private, special use vehicles on public business by any person enumerated in subsection 1, whether within or outside of the municipality or other area in which the person's principal office is located. The allowance must be established at rates higher than the rates established in subsection 3.

5. The State Board of Examiners may establish:

(a) A room rate in excess of the normal allowance for reimbursement of employees who are required to travel on weekends to serve the needs of the public. The Board may require the submission of receipts as a condition of reimbursement at the special rate.

(b) Reasonable rates for expenses outside of the United States that will allow a person to purchase the same quality of food as the domestic rate allows.

6. The State Board of Examiners shall adopt regulations, and shall require other state agencies to adopt regulations, in accordance with the purpose of this section, and a state agency may, with the approval of the State Board of Examiners, adopt a rate of reimbursement less than the amounts established pursuant to subsection 1 where unusual circumstances make that rate desirable.

7. The rate established by the State Board of Examiners pursuant to subsection 1 must be the same as the comparable rate established for employees of the Federal Government by the Administrator of General Services pursuant to 5 U.S.C. § 5707, but is not subject to any federal requirement, restriction or other condition that is applicable to that comparable rate.

[1:17:1928; A 1953, 376; 1955, 381]—(NRS A 1959, 860; 1960, 297; 1961, 279; 1963, 143, 478, 1281; 1965, 289; 1967, 453; 1971, 593; 1973, 187, 369; 1975, 255; 1977, 793; 1979, 697; 1981, 1749; 1985, 390; 1987, 768; 1989, 1513; 1993, 2503; 1995, 894; 1997, 1231; 2001 Special Session, 263, 264; 2007, 592)

LEO M. DROZDOFF, P.E.
Director

Department of Conservation and
Natural Resources

ERIC M. JOHNSON
Administrator

Northern Region Office
16799 Lahontan Dam
Fallon, NV 89406
Phone: (775) 867-3001
Fax: (775) 867-4559

Southern Region Office
4747 Vegas Drive
Las Vegas, NV 89108
Phone: (702) 486-5126
Fax: (702) 486-5186

BRIAN SANDOVAL
Governor

STATE OF NEVADA



DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES DIVISION OF STATE PARKS

June 17, 2014

RECEIVED

JUN 19 2014

DEPT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

MEMORANDUM

TO: Jim Rodriquez, Budget Analyst, Budget Division

FROM: Kirsten Strange, Deputy Administrator, State Parks

SUBJECT: Travel Policy- BoE approval per SAM 0208

SAM 0208 allows agencies to adopt a rate of reimbursement less than the amounts specified where unusual circumstances make that rate desirable. The Division of State Parks has revised the Travel Claim and Per Diem policy to include language for Peace Officers' Standards and Training (POST) academy cadets per diem and is requesting the approval of the Board of Examiners to approve the revised policy.

Effective in February 2014 Nevada POST reduced the required number of weeks to attend POST from 16 to 13 and eliminated the dorm requirement and food allowance for cadets affiliated with state agencies. The dorm rooms are still available but without the food allowance. State Parks is not budgeted to send cadets to the 13 weeks of POST and pay full per diem rates. In addition, limited cooking facilities at the dorms give employees meal options. For these reasons, the policy has been revised to include language to pay per diem rates at fifty percent for the 13 weeks cadets will attend the POST academy.

State Park's travel policy was previously approved by the Board of Examiners on April 8, 2008. The approval of this revised policy will supersede the previous policy.

Thank you for your assistance.



Division of State Parks

Financial #10-1	Travel Claims and Per Diem	Rev. 6/2014	Page 1 of 3
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REFERENCES: SAM 0212.0 and Department Policy #1-93

PURPOSE: To established compliance with departmental policies on travel claims and per diem.

ORGANIZATION: The division will ensure that travel claims and per diem are completed within the guidelines set forth in the departmental policy, Regulations Controlling Hours & Conditions to Claim Per Diem, dated 05/2006, and the guidelines put out by the accounting section for internal controls.

PRIOR POLICY: This policy supersedes department policy, #1-93, dated December 6, 1993 and the prior policy dated 3/11/08.

PROCEDURES:

- I. All travel claims will be signed by the regional manager or accounting assistant III for that region before being submitted to the division. Travel claims for the regional managers will be approved by the administrator or designee. All division employees will have their supervisor approve travel claims before submitting them to the division's accounting section. If there is no approval signature, the travel claim will be returned to the originating region for approval. Travel claims must be submitted to the division office within **20 days** of completion of travel. Travel claims submitted past this timeframe must have a memo of explanation attached, which must be approved by the administrator or designee prior to reimbursement.
- II. People in travel status shall receive reimbursement at a rate comparable to the rates established by the U.S. General Services Administration (GSA) for the state of Nevada. Maximum per diem reimbursement rates for Nevada's lodging, meals and incidental expenses are established by city/county and vary by season. Receipts are required for all lodging expenses and requested reimbursement may not exceed the amount on the receipt up to the applicable GSA rate. In addition to the reimbursable lodging rates, employees may be reimbursed for lodging taxes and fees. To receive reimbursement for lodging above the GSA rate, it must be approved in advance by the administrator or designee and has strict requirements. Lodging taxes are limited to the taxes on reimbursable lodging costs. For example, if the maximum lodging rate is \$50 per night, and you elect to stay at a hotel that costs \$100 per night, you can only claim the amount of taxes on \$50, which is the maximum authorized lodging amount. Lodging receipts are required for reimbursement. Meals will be reimbursed in accordance with the meals and incidental expense (M&IE) allowance. Receipts are not required for the M&IE allowance if the rural rate or CONUS rate is claimed for meals. State employees are directed to the GSA's website <http://gsa.gov> and the link "Per Diem Rates" for the most current rates. Employees may receive reimbursement for breakfasts even though continental breakfasts are provided. Employees will deduct meals furnished to them during a conference or meeting from their reimbursement request in accordance with the rates within the GSA breakdown for the breakfast, lunch, and dinner components. The M&IE rates vary by season, for guidance on deducting these amounts employees should refer to the "Meals and Incidental Expense Breakdown" link on the GSA website refer to Department

Financial #10-1	Travel Claims and Per Diem	Rev. 6/2014	Page 2 of 3
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policy, Regulations Controlling Hours & Conditions to Claim Per Diem, (Attachment A) for approved hours to be eligible to claim meals.

A. Upon approval of the administrator or designee, agencies may make exceptions to the rate of reimbursement for lodging when the following applies:

1. Lodging is procured at a prearranged place such as a hotel when a meeting, conference or training session is held or;
2. Costs have escalated because of special events; lodging within prescribed allowances cannot be obtained nearby; and costs to commute to/from the nearby location exceed the cost savings from occupying less expensive lodging.

If the condition(s) above exist, agencies may apply the following rules to the rate of reimbursement for in-state travel:

3. 150% of the standard CONUS federal per diem rate for non-surveyed in-state sites.

B. Employees will be reimbursed for actual expenses incurred for parking or vehicle storage fees for private automobiles and commercial transportation costs (i.e., taxi, shuttle, etc.). Receipts are required.

C. Other miscellaneous reimbursable business related expenses are: use of internet services, computers, printers, faxing machines, and scanners; conference room rentals, and official telephone calls/service. Receipts are required.

D. Employees will be reimbursed for laundry cleaning/pressing services, if the employee's official business related hotel stay is four consecutive nights or longer. Receipts are required.

E. An employee using their own personal vehicle for the state's convenience will be reimbursed at the standard mileage reimbursement rate for which a deduction is allowed for travel for federal income tax. The Department of Administration, Budget Division shall issue an All-Agency Memorandum periodically reflecting the current cost per mile.

F. An employee using their own personal vehicle for the employee's convenience will be reimbursed at one-half the standard mileage reimbursement rate.

G. To be eligible for reimbursement of per diem expenses, an employee must travel at least 50 miles from their designated workstation.

H. Employees traveling for training must attach the approved ADM-11b, Request for Training, to their travel claims. The training form must include approval of the travel costs.

III. In the event that employees cannot obtain a state facilitated charge card, travel advances can be requested. The administrator or designee must approve the employee's written request. The amount must be justified by the circumstances. Travel advances constitute a lien upon the accrued wages of the requesting employee (NRS 281.172 and 281.173).

Financial #10-1	Travel Claims and Per Diem	Rev. 6/2014	Page 3 of 3
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A. Procedure for obtaining a travel advance:

1. The employee requesting an advancement must submit a written request through their supervisor to the administrator or designee at least two weeks prior to the beginning date of travel. The written request must explain the trip and also include an ADM-8, Travel Claim, complete with the dates and times of travel and the estimated meals and lodging cost, signed by the employee and approved by the supervisor. If the administrator or designee approves the request, the travel claim will be processed for payment.
2. Within five (5) days of completion of travel, the employee must submit an additional ADM-8, Travel Claim, with accurate dates and times and costs and all necessary receipts attached. The employee and supervisor will sign the ADM-8 and submit it to the division office to be compared to the Travel Advance travel claim. If the claim is less than the advance, the employee must attach a check for the difference, payable to "Nevada State Parks". If the claim is more than the advance, a payment to the employee will be processed for the difference. A copy of the travel advance claim will be filed with the second travel claim.
3. Employees who don't submit the secondary travel claim within the five (5) days of completion of travel are subject to losing the travel advance privilege.

IV. State Park Employee POST (Peace Officer Standards Training) Academy Cadet Meal Allowance

POST academy cadets housed in the dorms during the academy will receive per diem rates at 50% of the GSA CONUS rate, Monday through Friday, during the thirteen weeks of training. Employees attending POST receive the reduced rate while living in the dorm and have access to limited cooking facilities. Employees must request reimbursement by submitting an ADM-8, Travel Claim, completed bi-weekly, concurrent with timesheets. The travel claims will be approved by the administrator or designee.



V. Air Traveling on Southwest Airlines

- A. Employees traveling on Southwest Airlines use Southwest Airlines' corporate internet booking tool, SWABIZ, per SAM 0216.0. The employee must have a Rapid Rewards number. The division's Travel Manager(s) will book travel online for all employees. Billing will be through the ghost card/agency travel card set up by the division's Travel Manager(s).
- B. SWABIZ allows state agencies access to reduced fares. Higher fares may apply if the trip might need to be fully refundable, exchangeable or transferable. A state traveler, unable to fly on a flight booked as a restricted fare, will not receive the fare credited back to the credit card used to book the flight. Instead, the traveler will receive a Southwest Airline's credit, which will be valid for a period of one year from date of issue and may only be applied towards the purchase of another Southwest Airlift flight by that employee only. Any changes to the original flight booked may be charged additional fees.
- C. Any personal travel can be done through www.southwest.com, but not through SWABIZ.

Financial #10-1	Travel Claims and Per Diem	Rev. 6/2014	Page 3 of 3
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VI. Forms Used

ADM-8, NDSP Claim for Travel Expense. Follow guidelines outlined in the State Parks Policy 10-1, and State Administrative Manual (SAM). For all training related travel, a copy of the approved ADM-11b must be attached showing travel cost approval.

Original signed by:  Eric Johnson, Administrator	6/5/14 Date
Original signed by:  Leo Drozdoff, Director	6/17/14 Effective Date APPROVED BY BOARD OF EXAMINERS On _____ (date)

Review Date: _____



Department of Conservation & Natural Resources

TRAVEL Chap. 0200	Regulations Controlling Hours & Conditions To Claim Per Diem	Rev. 05/2006	Page 1 of 2
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REFERENCES: State Administrative Manual 0212.0

PURPOSE: To provide DCNR with travel regulations controlling the hours and the conditions during which an employee will be allowed to per diem.

ORGANIZATION: This policy applies to each DCNR division and program.

PRIOR POLICY: This policy supersedes the prior policy dated 02/18/2003.

I. GENERAL POLICY

1. Standard Employees (8 to 5 daily)

- To claim breakfast: leave prior to 7:00 a.m.
- To claim lunch: leave prior to 11:00 a.m. and return after 1:00 p.m.
- To claim dinner: leave prior to 5:00 p.m. and return after 6:00 p.m.

2. Flex or Variable Work Hour Employees (other than 8 to 5 daily or > 8 hours daily)

- To claim breakfast: leave one hour prior to the scheduled shift.
- To claim lunch: leave one hour prior to the scheduled lunch hour and return one hour after the scheduled lunch hour.
- To claim dinner: leave prior to the end of the scheduled shift and return one hour after the end of the scheduled shift.

3. To be eligible for per diem, employees must travel at least ~~50~~ miles from their official duty station or from their homes, whichever is less.

50 per SAM, 12/11/07

4. Overnight lodging within 50 miles of the principal duty station is not allowed without prior written justification. The written justification must fully explain the circumstances, need for the employee's participation, and all costs involved. Agency-designated management and/or supervisor must review, and if appropriate approve, the written justification.

Word File Name: F:\P & P\Department\Travel, Regulations To Claim Per Diem.doc

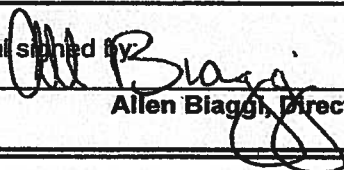
Revised: April 2006

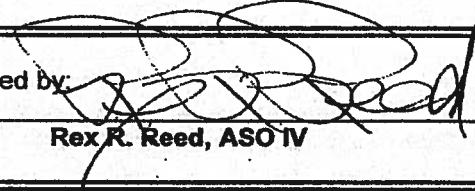
TRAVEL Chap. 0200	Regulations Controlling Hours & Conditions To Claim Per Diem	Rev. 05/2006	Page 2 of 2
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5. Please refer to the *State Administrative Manual*, or other official directives, for current per diem and mileage rates.

II. PROHIBITIONS AND PENALTIES

6. Policies and procedures represented are intended to be binding to all employees within the organizational structure noted above.
7. Actions, whether intentionally or unintentionally, taken by a departmental employee contrary to these policies and procedures may cause the employee to be held personally liable for any unauthorized expenditure and may result in a disciplinary action.

Original signed by:  Allen Biaggi, Director	05/19/2006 5/19/06 Effective Date
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Original signed by:  Rex R. Reed, ASO IV	05/19/2006 5-19-06 Date
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Copy to Divisions: 52/19/2006

Copy of DoIA/Post Review Section: 05/19/2006

Word File Name: F:\P & P\Department\Travel, Regulations To Claim Per Diem.doc

Revised: April 2006

TRAVEL CLAIM

10

Brian Sandoval
Governor



Julia Teska
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: July 10, 2014

To: Julia Teska, Clerk of the Board
Department of Administration

From: Janet Murphy, 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 EMPLOYMENT, TRAINING AND REHABILITATION – ALL BUDGET ACCOUNTS

Agenda Item Write-up:

Pursuant to NRS 333.705, the Department of Employment, Training and Rehabilitation requests authority to contract with Preston Bass Interpreting Services, LLC who uses the services of one Nevada System of Higher Education employee. This employee is owner of Preston Bass Interpreting Services and provides sign language interpreting services, answers phones, and schedules interpreting services.

Additional Information:

Preston Bass Interpreting Services, LLC provides American Sign Language interpreting services for DETR clients, employees, board members or council member who are deaf or hearing impaired or unable to understand the spoken language for meetings, conferences, or hearings. The owner of the company teaches at the College of Southern Nevada.

Statutory Authority:

NRS 333.705

REVIEWED: SP
ACTION ITEM: A

BRIAN SANDOVAL
GOVERNOR



DENNIS PEREA
INTERIM DIRECTOR

OFFICE OF THE DIRECTOR

DATE: July 8, 2014

TO: Julia Teska, Clerk
Board of Examiners

FROM: Dennis Perea, Interim Director *For Mark Costa, ASOTV*

Subject: Current Employee Contract
Nevada Department of Employment, Training, and Rehabilitation
1913-16-DETR

Department of Employment, Training and Rehabilitation (DETR) respectfully requests approval of the attached contract with Preston Bass Interpreting Services, LLC, which has one current State employee and is to have an effective date of September 1, 2014.

Interpreters have to be fluent in Sign Language and interpretation must be on a word-for-word basis for clients, employees, board members, or council members who are deaf or hearing impaired or unable to understand the spoken language for meetings, conferences, or hearings. DETR does not have the resources to employ the number of people that would be necessary to provide these services for the State of Nevada. Preston Bass Interpreting Services, LLC helps with effective Sign Language and interpretation communications that is essential in helping to make sure all clients, employees, board members, and council members can communicate with DETR about their needs so they can receive all essential service(s).

The one State employee teaches evenings at the College of Southern Nevada and is the owner of Preston Bass Interpreting Services, LLC. As the owner of Preston Bass Interpreting Services, LLC Mrs. Bass provides Sign Language interpreting services, answers phones, schedules interpreting services and teaches at the College of Southern Nevada. All other interpreters used by Preston Bass Interpreting Services, LLC are independent contractors and not employees.

Thank you for considering this request.

Authorization to Contract with a Current Employee

Employee Name:	<u>Caroline L. Bass</u>
Employee ID number:	<u>81288</u>
Job Title:	<u>Lead Faculty</u>
Current Agency:	<u>College of Southern Nevada</u>
Current class and grade:	
Employment Dates:	<u>2002-Present</u>
Contracting Agency:	<u>Department of Employment, Training and Rehabilitation</u>

Please check which of the following applies:

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

a. Summarize scope of contract work.	Provide Sign Language Interpreting Services.
b. Document the employee's current job description.	Faculty
c. Explain how this differs from current State duties.	Teaching vs. arranging for Interpreters or DETR clients.
d. Explain why existing State employees within your agency cannot perform this function.	State employees are not qualified to provide these services.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so; explain relationship and why this would not violate NAC 284.750.	N/A
f. List contractor's hourly rate.	
g. List the range of comparable State employee rates.	
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more	

than 10 percent.	
i. Identify the date and time the contract work will be performed.	Start date of Contract anticipated to be 9/1/14 through 8/31/16, Monday – Friday – during State Business hours.
j. Identify the State employee's work schedule.	Faculty – evenings, teaches classes.
k. Document the controls that will be in place to ensure contract work will not occur during State work or sick time.	Requests are received by email from the client and are processed and handled outside of normal hours of employment with the college.
l. Document the justification for hiring contractor.	Interpreting services are necessary to meet the requirements of the Americans with Disability Act.

Comments:

Caroline A. Bass 7-2-14
Ken Umland 7-2-14 (KEN UMLAND)
 Contracting Agency Head's Signature and Date
 > *Mark Costa* (Mark Costa) ASD III 7/8/2014
 Current Employee's Agency Head's Signature and Date
[Signature] 7/10/14
 Budget Analyst
 Clerk of the Board of Examiners

Brian Sandoval
Governor



Julia Teska
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: July 22, 2014

To: Julia Teska, Clerk of the Board
Department of Administration

From: Stacey Johnson, 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 BUSINESS & INDUSTRY – TAXICAB AUTHORITY

Agenda Item Write-up:

Pursuant to NRS 333.705, the Department of Business & Industry, Taxicab Authority requests authority to contract with a former state employee, to serve as the Hearing Officer for the Taxicab Authority Administrative Court. The Taxicab Authority has contracted with this former state employee since April 16, 2014 and the contract continues through December 31, 2014.

Additional Information:

The previous Hearing Officer resigned her position in April 2014. Monica Metz, former state employee for the Nevada Transportation Authority, stepped in as the Administrative Hearing Officer, enabling the Taxicab Authority to continue hearings without interruption. Due to the unplanned departure of the prior Hearing Officer, a contract was not completed timely; therefore, the Taxicab Authority requests the contract have a retro-active start date of April 16, 2014.

Statutory Authority:

NRS 333.705

REVIEWED: SB
ACTION ITEM: B

BRIAN SANDOVAL
Governor



STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
TAXICAB AUTHORITY

2090 E. Flamingo, Suite 200
Las Vegas Nevada 89119
Telephone (702) 668-4000 • Fax (702) 668-4001
<http://taxi.state.nv.us>

BRUCE BRESLOW
Director
CHARLES D. HARVEY
Administrator
ILEANA DROBKIN
Chairman
VACANT
Vice Chairman
Members
JOSHUA C. MILLER
DENNIS NOLAN
DEAN COLLINS
BRUCE AGUILERA, ESQ.

DATE: 07/21/2014

TO: Julia Teska, Director of Department of Administration

FROM:  Charles D. Harvey, Administrator of Taxicab Authority

RE: Retro-Active Contract

The Nevada Taxicab Authority request Board of Examiner (BOE) approval of a contract for an Administrative Hearing Officer. In accordance with NRS 706.8822, the Taxicab Authority Administrator shall conduct administrative hearings and make final decisions, subject to appeal by any aggrieved party to the Taxicab Authority, in the following matters:

1. Any violation relating to the issuance of or transfer of license plates for motor carrier required by either the Taxicab Authority or the Department of Motor Vehicles;
2. Complaints against certificate holders;
3. Complaints against taxicab drivers;
4. Applications for, or suspension or revocation of, drivers' permits which be required by the Administrator; and
5. Imposition of monetary penalties.

As empowered by NRS 706.8821(2)(b), the Administrator has delegated the duties of Hearing Officer for the Taxicab Authority Administrative Court. The Administrative Hearing Officer hears and decides alleged violations of Nevada Revised Statutes and the Nevada Administrative Code committed by taxicab drivers (permit holders) and taxicab owners (certificate holders). Hearings are scheduled weekly.

The Agency previously contracted with Soonhee Bailey of the Law Offices of Olson, Cannon, Gormley, Angulo & Stoberski. Ms. Bailey resigned her position in April 2014. Former State employee Monica Metz, (previously employed by the State of Nevada Department of Business and Industry, Nevada Transportation Authority), stepped in as the Administrative Hearing Officer, enabling the Agency to continue without interruption in service. Due to the unplanned departure of Ms. Bailey, a contract with Ms. Metz could not be completed timely. The Nevada Taxicab Authority therefore respectfully request the contract for Monica Metz be retroactive to April 16, 2014.

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: **15897**

Agency Name: B&I - TAXICAB AUTHORITY	Legal Entity Name: METZ, MONICA B
Agency Code: 750	Contractor Name: METZ, MONICA B
Appropriation Unit: 4130-04	Address: 9616 SAGE SPARROW AVE
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89148-4215
If "No" please explain: Not Applicable	Contact/Phone: 702/845-4583
	Vendor No.: T27034634
	NV Business ID: NA

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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 %	X Other funding	100.00 % TRIP CHARGES

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **04/16/2014**Retroactive? **Yes**

If "Yes", please explain

The previous contracted Hearing Officer resigned effective 3/27/2014, we have scheduled court cases that if not heard will back up our court system, and the state office will lose revenue.

3. Termination Date: **12/31/2014**Contract term: **259 days**4. Type of contract: **Other (include description): HEARING OFFICER**Contract description: **HEARING OFFICER**

5. Purpose of contract:

This is a new contract for an Administrative Hearing Officer. The previous contracted Hearing Officer resigned 3/26/2014. The hearing officer will preside over Nevada Taxicab Authority internal Administrative Court to adjudicate cases involving regulatory violations committed by privilege licensees and holders of Certificates of Public Convenience and Necessity.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,200.00**

Payment for services will be made at the rate of \$800.00 per DAY

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Taxicab Authority enforcement staff issues approximately 5,000 citations during the fiscal year. The Administrator delegates the citation adjudication function to a contractor who is a licensed out of state attorney with transportation industry experience.

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

The Taxicab Authority staff and other State agencies do not have the level of legal expertise or time required to accomplish this function.

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**3**

b. Solicitation Waiver: **Not Applicable**

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

Use of other private sector vendors or state agencies to adjudicate for the Taxicab Authority is not a viable option. Example: The Department of Administration hearing division almost exclusively hears workers compensation cases, and uses a stacked calendar every day of the week, which would be an extraordinary financial burden on the agency for overtime paid to officers that must appear. Currently the agency can schedule hearings on a specific day to accommodate the working shifts (Taxicab Authority operates 24/7 365) of the officers that must appear, thus keeping overtime costs as low as possible, and only Taxicab Authority actions and citations are heard. The contract Hearing Officer that is utilized by the Taxicab Authority is a licensed Nevada attorney with specialized knowledge.

d. Last bid date:

Anticipated re-bid date: 11/30/2014

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?

Yes

See the attached Authorization to Contract form for details.

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

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:

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?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

Professional services are exempt from the state business license requirement.

17. Not Applicable

18. Agency Field Contract Monitor:

CARAVELLA, JO ANN, ADMIN ASST IV Ph: 702-668-4010

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dhowry	07/16/2014 11:40:21 AM
Division Approval	dhowry	07/16/2014 11:40:26 AM
Department Approval	sanders7	07/17/2014 11:10:02 AM
Contract Manager Approval	dhowry	07/21/2014 16:10:28 PM
Budget Analyst Approval	Pending	

4

Authorization to Contract with a Former Employee

Former Employee Name:	MONICA B. METZ
Former Employee ID number:	029474
Former Job Title:	COMMISSIONER
Former Employing Agency:	BUSINESS & INDUSTRY - NEVADA TRANSPORTATION AUTHORITY
Former Class and Grade:	U4513
Employment Dates:	11/10/2003 - 4/13/2014
Contracting Agency:	BUSINESS & INDUSTRY -TAXICAB AUTHORITY

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.	The hearing officer will preside over Nevada Taxicab Authority internal Administrative Court to adjudicate cases involving regulatory violations committed by privilege licensees and holders of Certificates of Public Convenience and Necessity.
b. Document former job description.	Commissioner for the Nevada Transportation Authority.
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?	Yes former employee is being hired because of their specialized knowledge and there is no clause in the contract.
d. Explain why existing State employees within your agency cannot perform this function.	The Taxicab Authority staff and other State agencies do not have the level of legal expertise or time required to accomplish this function.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship	N/A, no relationship.

and why this would not affect independence and why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	Rate is \$80 an hour.
g. List the range of comparable State employee rates.	Administrative Law Judge \$51.19 an hour.
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?	The division is working on creating a position for an Administrative Law Judge.
i. Document justification for hiring contractor.	Use of other private sector vendors or state agencies to adjudicate for the Taxicab Authority is not a viable option. Example: The Department of Administration hearing division almost exclusively hears workers compensation cases, and uses a stacked calendar every day of the week, which would be an extraordinary financial burden on the agency for overtime paid to officers that must appear. Currently the agency can schedule hearings on a specific day to accommodate the working shifts (Taxicab Authority operates 24/7 365) of the officers that must appear, thus keeping overtime costs as low as possible, and only Taxicab Authority actions and citations are heard. The contract Hearing Officer that is utilized by the Taxicab Authority is a licensed Nevada attorney with specialized knowledge.

Comments:

 7/9/14
Contracting Agency Head's Signature and Date

Budget Analyst

Clerk of the Board of Examiners

Brian Sandoval
Governor



Julia Teska
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: July 11, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Jim Rodriguez, 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 CONSERVATION AND NATURAL RESOURCES (DCNR) – DCNR
DIRECTOR'S OFFICE**

Agenda Item Write-up:

Pursuant to NRS 333.705, the Department of Conservation and Natural Resources requests authority to contract with a former state employee via Manpower Temporary Services, to train the department's new Administrative Services Officer IV in all functions relating to the department's Q1 Bond program.

Additional Information:

The scope of the work related to this request will be limited to the knowledge transfer necessary to effectively, and responsibly, administer and manage the department's Q1 Bond program. The ASO IV will be responsible for, among other department-wide management responsibilities, the fiscal oversight of the state's \$200 million Conservation and Resource Protection Bond Program. The agency indicates that there is no other individual in state government that has the detailed knowledge of this complex program. Training and knowledge transfer will include elements of fiscal oversight, review and processing of all funding request and documents from multiple sources; preparation of all reports and related documents and maintenance of required files; as well as any other specific aspects related to maintaining the budget account established for the program. The specific timeframe for these services is undefined at this time and dependent upon when the agency will be able to fill their new ASO IV position.

Statutory Authority:

NRS 333.705

REVIEWED: _____

ACTION ITEM: _____

Authorization to Contract with a Former Employee

Former Employee Name:	<u>Karyl J. Summers (Manpower Temp Svcs)</u>
Former Employee ID number:	<u>014270</u>
Former Job Title:	<u>Management Analyst II</u>
Former Employing Agency:	<u>DCNR – Director's Office</u>
Former Class and Grade:	<u>07.625 / 35</u>
Employment Dates:	<u>03/23/1996 – 06/21/2014</u>
Contracting Agency:	<u>DCNR – Director's Office</u>

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.

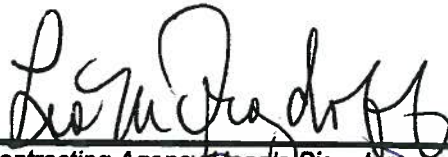
Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

a. Summarize scope of contract work.	The scope of work is limited to the detailed training of a new fiscal employee in all aspects of the \$200 million Conservation and Resource Protection Bond Program known as "Q1." The recently retired incumbent originated the fiscal oversight for the program after passage by Nevada voters. No other individual in state government has the detailed knowledge of this complex program. [See <i>i. Justification</i> for more detail.] The training will included elements of fiscal oversight; review and processing of all funding requests and documents from multiple sources; preparation of all reports and related documents and maintenance of required files; as well as any other specific aspects related to maintaining Budget Account 4144.
b. Document former job description.	Budget Implementation & Control: Prepare work programs, internal budget revisions and supporting financial schedules for BA 4144. Coordinate with fiscal staff for BA 4150 for all Q1 expenditures and reimbursement. Monitor and compare revenue/expenditures to ensure compliance with established budget and legislative authority. Review internal budget tracking and monitor cash flow and authority levels. Justify and defend expenditures, budget, and procedures to auditors and other state agencies. Provide written or verbal testimony relative to the program expenditures and status of account and funds. Project Review, Obligations & Disbursements: This position will be pivotal in the coordination, development and oversight of operating procedures and policies governing the program. The position will be responsible

	<p>for development of new forms, work methods and accounting systems for managing and monitoring the fund. Revise and keep current all forms and accounting systems. Review other entities' budgets and expenditures through direct review of all documents for funding and review of accounting reports presented for payment. Provide oversight in assuring eligibility of matching funds, if mandated. Review legal agreements/contracts to ensure amounts are within budget authorization and within program scope.</p> <p>Fiscal Year End Closing and Reconciliation: Perform fiscal year end closing reconciliation by preparing all financial schedules and reports, work programs, and reconciliation of contract ledgers.</p> <p>Inter-Agency Coordination: The AB9 program is a multi-agency program. DCNR divisions, other state agencies, and local governments are all identified in the legislation. This position will be responsible to coordinate and meet all these agencies.</p> <p>Other Duties: Participate in the preparation and presentation of financial schedules or reports. Participate in audits by providing documentation, justify and defend expenditures, budgets, and procedures to auditors and other state agencies.</p>
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. This employee has been solely responsible for all fiscal oversight of the Question 1 Bond Program. All job duties need to transition to the newly hired replacement and there is no one else who knows all aspects of this job.</p> <p>This position has daily, monthly, quarterly and annual duties, so we anticipate that this position may need to spend a few hours on each type of matter over an approximate year to fully train the new employee in all aspects of this critical fiscal position. The total number of hours is unknown at this time, but cannot exceed the PERS earnings cap of \$24,313, which at the rate below is 719 hours maximum.</p>
d. Explain why existing State employees within your agency cannot perform this function.	This position has unique job responsibilities that no other State employee has performed.
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.	There is no relationship between the person overseeing this contract and the contractor.
f. List contractor's hourly rate.	\$27.46/hour for employee + 23% Manpower administrative cost for a total cost of \$33.78/hour. The funding source is 100% Q1 administration, no general

	fund is used.
g. List the range of comparable State employee rates.	\$21.82 - \$32.42/hourly rate range for a grade 35.
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?	Not applicable. The total cost per hour does not exceed the maximum pay rate by more than 10%.
i. Document justification for hiring contractor.	<p>The Director's Office of the Department of Conservation and Natural Resources (DCNR) has the administrative and fiscal responsibility for the landmark Conservation and Resource Protection Bond Program, which became known as the "Question 1 (Q1) Program" when Assembly Bill No. 9 of the 17th Special Session appeared Number 1 on the voter's ballot. Nevada voters passed Question 1, authorizing the State of Nevada to issue general obligation bonds in an amount "not to exceed \$200 million ... to preserve water quality; protect open space, lakes, rivers, wetlands, and wildlife habitat; and restore and improve parks, recreational areas, and historic and cultural resources." Since the inception of the Q1 program, one individual, a Management Analyst 2 in the DCNR Director's Office, has had the sole responsibility for all fiscal aspects of the program, including work with all funding recipients, the Treasurer's Office and the Budget Office, and many others. This position has not had a fully trained back up, in part due to 60% budget cuts in the Director's Office, which severely reduced staff. The incumbent retired in late July 2014 and it is essential that this incumbent be available to train the new employee in all aspects of the Q1 Program, in part including fiscal oversight, review and processing of all funding requests and documents, the maintenance of all reports and files, as well as any other responsibilities associated with maintaining Budget Account 4144. No other individual is able to properly train a new staffer on the detailed aspects of this multi-million dollar, high-profile program.</p>

Comments:



7-11-14

Contracting Agency Head's Signature and Date



Budget Analyst

Clerk of the Board of Examiners

Brian Sandoval
Governor



Julia Teska
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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Date: July 16, 2014

To: Julia Teska, Clerk of the Board
Department of Administration

From: Sherri Barkdull, Budget Analyst IV
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 AGRICULTURE – PREDATORY ANIMAL/RODENT CONTROL

Agenda Item Write-up:

Pursuant to NRS 353.268, the Department of Agriculture, Predatory Animal/Rodent Control requests an allocation of \$48,000 from the Interim Finance Contingency Fund to fund a General Fund shortfall in SFY 2014.

Additional Information:

This account is funded with General Fund and a transfer from the Nevada Department of Wildlife (NDOW). The NDOW transfer in this account was set up to implement the annual Predation Management Plan as approved each year by the Nevada Board of Wildlife Commissioners. Costs are billed to NDOW.

Of the \$414,000 budgeted in FY2014, \$14,000 is a definite transfer to partially support PCN 4600-0001 a Field Assistant 2 position and is specifically for Mountain Lyon control. The amount of \$306,000 is budgeted to support contract activities to implement the annual Predation Management Plan approved each year by the Nevada Board of Wildlife Commissioners and funds US Federal Wildlife Services in category 15 dollar for dollar. The remaining \$94,000 is a transfer from Wildlife to reimburse the Department of Agriculture for any state staff that may perform Wildlife Predator Management activities approved by NDOW.

The agency has indicated that state staff has not worked on any NDOW activities during fiscal year 2014 that would qualify for reimbursement. The agency was able to generate some savings in other areas; however, this account will experience a General Fund shortfall of \$48,000.

Statutory Authority:

NRS 353.268

REVIEWED: _____

ACTION ITEM: _____

BRIAN SANDOVAL
Governor

STATE OF NEVADA

JAMES R. BARBEE
Director



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DEPARTMENT OF AGRICULTURE

405 South 21st Street
Sparks, Nevada 89431-5557
Telephone (775) 353-3601 Fax (775) 353-3661
Website: <http://www.agri.nv.gov>

To: Sherri Barkdull, Budget Analyst IV, Department of Administration

From: Dale Hansen, Fiscal Administrator, Department of Agriculture

Through: Jim Barbee, Director, Department of Agriculture

Date: July 16, 2014

Re: IFC Contingency Request for Budget Account 4600

\$48,000

This is a request for ~~\$67,000~~ in IFC Contingency Funds so that the Department of Agriculture can make up for a funding shortfall in Category 01 in the legislatively approved budget for Budget Account 4600 Predatory Animal Rodent Control (PARC) budget.

DEPARTMENT OF AGRICULTURE

PREDATORY ANIMAL/RODENT CO

PROJECTION BY FUNDING SOURCE									
	DAWN ACTUAL RECONCILIATION	TOTAL PROJECTED EXPENDITURES	GENERAL FUND 704,752.00	COUNTY REIMBURSEMENTS 19,123.22	General Fund Salary Ad. 6,247.00	TRANS FROM WILDLIFE 14,000.00 165,135.68	TOTAL 704,752.00 19,123.22 6,247.00 14,000.00 165,135.68		
2501 APPROPRIATION CONTROL	704,752.00	-	704,752.00	19,123.22	6,247.00	179,135.68	909,257.90		
4103 COUNTY REIMBURSEMENTS	19,123.22	-	-	-	-	-	-		
4601 General Fund Salary Adjustment	6,247.00	-	-	-	6,247.00	-	-		
4667 TRANSFER FROM WILDLIFE - MT LION PRE	14,000.00	-	-	-	-	14,000.00	-		
4667 TRANSFER FROM WILDLIFE - JAN'14 NDOW	131,458.70	-	-	-	-	165,135.68	-		
	875,560.92	-	704,752.00	19,123.22	6,247.00	179,135.68	909,257.90		
		TOTAL							
CATEGORY 01	366,634.79	374,053.79	353,806.79	-	6,247.00	14,000.00	374,053.79		
CATEGORY 03	26,611.97	26,611.97	26,611.97	-	-	-	26,611.97		
CATEGORY 04	66,029.31	80,052.19	67,146.19	12,906.00	-	-	80,052.19		
CATEGORY 15	105,135.68	165,135.68	-	-	-	165,135.68	165,135.68		
CATEGORY 26	1,695.40	1,695.40	1,695.40	-	-	-	1,695.40		
CATEGORY 29	274.50	274.50	274.50	-	-	-	274.50		
CATEGORY 30	-	-	-	-	-	-	-		
CATEGORY 32	61,722.96	101,722.96	101,722.96	-	-	-	101,722.96		
CATEGORY 82	230,847.00	207,322.00	201,104.78	6,217.22	-	-	207,322.00		
	858,951.61	956,868.49	752,362.59	19,123.22	6,247.00	179,135.68	956,868.49		
DAWN as of 05/08/2014	858,951.61	-	(47,610.59)	-	-	-	(47,610.59)		
Must equal zero	-	-	-	-	-	-	-		
Realized Funding Available	16,629.31	-	-	-	-	-	-		
DAWN as of 05/08/2014	16,629.31	-	-	-	-	-	-		
Must equal zero	-	-	-	-	-	-	-		

GENERAL FUND NEED	(47,610.59)
-------------------	-------------

Brian Sandoval
Governor



Julia Teska
State Budget Director

Stephanie Day
Deputy State Budget Director

**STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION**

Budget Division

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Date: July 24, 2014

To: Julia Teska, Clerk of the Board
Department of Administration

From: Colleen Murphy, Budget Analyst IV *CM*
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 CORRECTIONS – PRISON MEDICAL CARE

Agenda Item Write-up:

Pursuant to NRS 353.268 the Department of Corrections requests an allocation of \$1,030,397 from the Interim Finance Contingency Fund to fund a projected shortfall in the Prison Medical Care budget to cover obligations through the end of the fiscal year. This request relates to work program #C30240.

Additional Information:

The Department of Corrections Prison Medical Care budget has a projected shortfall in outside medical claims, a projected revenue shortfall in transfers from the Inmate Welfare Account, and projected revenue shortfalls in Boarder Reimbursements and Medical Co-Pay Reimbursements.

Statutory Authority:

NRS 353.268

REVIEWED: *CM*

ACTION ITEM: *B*

**Board of State
Prison Commissioners**

BRIAN SANDOVAL
Governor
CATHERINE CORTEZ MASTO
Attorney General
ROSS MILLER
Secretary of State



**STATE OF NEVADA
DEPARTMENT OF CORRECTIONS**

Northern Administration
5500 Snyder Avenue, Carson City, NV 89702
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Southern Administration
3955 W. Russell Road, Las Vegas, NV 89118
Phone: (702) 486-9938 - Fax: (702) 486-9961



BRIAN SANDOVAL
Governor

JAMES G. COX
Director

Scott Sisco
Deputy Director
Support Services

DATE: July 23, 2014

TO: Colleen Murphy
Budget Analyst IV, Department of Administration

FROM: Betty Farris
Chief of Fiscal Services, NDOC

SUBJECT: Interim Finance Contingency Request

Pursuant to NRS 353.268 the Department of Corrections requests an allocation of \$1,030,397 from the Interim Finance Contingency Fund to fund a shortfall in the Prison Medical Care budget in fiscal year 2014.

Pursuant to discussions with the Executive Budget Office, the Nevada Department of Corrections (NDOC) requested that work program C30071 for inmate medical costs be declared an emergency as defined under NRS 353.263(1) because the NDOC is mandated under the United States Constitution to protect the life and health of inmates and provide medical care at all times, and without delay. In Deputy Director Sisco's memo for Emergency Action Request on July 9, 2014 he stated a final IFC Contingency Fund request would be made for the August IFC.

NDOC contracts with a Preferred Provider Organization that has a network of medical service providers. To belong to the network, providers agree to provide services at discounted rates as long as the terms of payment are met. The contracted terms of payment are 30 days from receipt of invoice and by processing work program C30071 as an emergency the Third Party Administrator was able to release payment of \$1,636,123 in claims discounted to \$873,421, however, that work program only transferred authority among categories within the Prison Medical Care budget and did not address the cash shortfall.

The NDOC has submitted 10 budgetary transfer work programs transferring \$384,557 to the Prison Medical Care budget. That leaves an additional General Fund appropriations shortfall of \$1,030,397 that needs to be covered due in part to unrealized revenue for Inmate Co-pays, Indigent Inmate Co-pays and the reduction of AB389 reimbursable claims that can be charged directly to the inmates.

Approval of this request will return the authority that was needed to pay Preferred Provider Organization medical service providers in the Inmate Driven category. Prison Medical Care will then be able to process the remaining operating expenditures and pay the contracted vendor that provides Psychiatrist, Pharmacist, and Pharmacy Technician services to cover hard to fill positions within the Medical budget.

Please do not hesitate to contact me if you need additional information.

Nevada Department of Corrections
Fiscal Year 2014 Work Program Schedule
Report as of July 21, 2014
Through Pay Period 02

Through Pay Period 02															
B/A	INST / FAC	Distribution of Expenditures (over) / under Budget										GL 2516 Budgetary Transfer	BAL FWD CAT 95 & CONTINGENCY	Projected Revenue Expenditures Balance	PENDING WP No.
		CATEGORIES													
		Revenue (under) / over Budget Cat 00	01	04	05	07	09	50	59	Other	Reserve				
3706	Medical	Leg. Appr. Proj. 1.4% Shrtl Terminal W/P Need Balance	42,963,395 (472,715) (508,902) 436,431 36,284 0	26,144,458 (508,902) 374,648 (40,814) 40,814 0	264,491 (40,814) 0 0 0	4,515 0 0 0 0	15,321,137 (348,625) 0 0 0	52,565 (43,898) 0 0 0	801,581 (43,898) 0 0 0	0 (1,414,954) 0 0 0					
3710	Director's	Leg. Appr. Proj. Terminal W/P Need Balance	22,089,617 (4,169) 0 0 0	13,178,634 91,408 (50,683) (32,725) 2,615,767	705,561 0 0 0 47,080	0 0 0 0 0	112,000 0 0 0 0	0 0 0 0 0	1,655 5,476,000 177,696 (69,481) 0	0 0 0 0 0					
Term LV WP cash \$32,725 on hold		Leg. Appr. W/P Need Balance	0 0 6,858,024	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0					
3711	Corr. Prgms	Leg. Appr. Proj. Terminal W/P Need Balance	6,487,167 44,439 (42,472) (1,967) 0	40,248 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0					
Term LV WP cash \$1,967 on hold		Leg. Appr. W/P Need Balance	0 0 272,871	0 0 29,276	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0					
3715	SNCC	Leg. Appr. Proj. IFC Cont. W/P Need Balance	88,252 475 (475) 0 (1,967)	29,276 0 21,944 (1,051) (2,623)	0 0 0 0 0	42,423 9,779 13,541 925 9	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0					
3716	WSCC	Leg. Appr. Proj. Sal Adj Terminal W/P Need Balance	10,168,319 (2,595) 0 (12,000) 0 (14,595)	8,713,285 20,757 (6,757) (12,000) 0 0	69,673 4,213 (4,213) 0 0 0	103,216 0 0 0 0 0	45,042 586 (586) (18,270) (13,541)	26,772 7,918 (5,323) (9,059) 0	605,310 27,637 (27,637) (9,059) 0	473,319 18,474 (18,474) (9) 0	0 0 0 0 0				
Term LV WP cash \$12,000 on hold		Leg. Appr. W/P Need Balance	0 0 (14,595)	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0					
		Balance	0	0	0	0	2,595	0	0	9,413	0	0	0	21,413	

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D:\Conversion\Temp\30489015.FY14 Master Shortfall Summary 20140721 FOR BUDGET OFFICE\FY14 20140721

Nevada Department of Corrections
Fiscal Year 2014 Work Program Schedule
Report as of July 21, 2014
Through Pay Period 02

Through Pay Period 02																
B/A	INST / FAC	Revenue (under) / over Budget	Distribution of Expenditures (over) / under Budget										BAL FWD CAT 95 & CONTINGENCY	GL 2516 Budgetary Transfer	Projected Revenue Expenditures Balance	PENDING WP No.
			CATEGORIES													
			01	04	05	07	09	50	59	Other	Reserve					
3725	TLVCC	Leg. Appr. 2,374,874 1,285	1,643,300 1,552	21,027	0	15,308	34,235 3,916	262,792 4,856	374,544 (2,458)	23,668 2,961						0
		1.4% Shrtfl Terminal Furlough \$														0
		W/P Need	(1,552)				(3,916)	(4,856)	2,458	(2,961)				(10,827)		0
3738	SDCC	Leg. Appr. 21,874,882 6,640	17,268,009 129,364	234,959 120	38,500	192,769	98,191 80,799	2,400,278 80,799	1,411,325 24,834	230,851 45,089						0
		1.4% Shrtfl Terminal Furlough \$														0
		W/P Bal Fwd W/P Need	(120,364)	(120)			(80,799)		(24,834)	(89)				(45,000)	(45,000)	0
3739	WCC	Leg. Appr. 1,238,642 (682)	882,130 47,489	24,008 1,244	13400	9,218	29,650 59	129,849	120,087 3,914	30,302 312						0
		1.4% Shrtfl Terminal Furlough \$														0
		W/P Need	(47,489)	(1,244)			(59)		(3,914)	(75)				(52,099)		0
3741	HCC	Leg. Appr. 1,196,385 (1,524)	863,011 4,944	21,703	0	12,340	26,421	131,154	134,165 4,004	5,591 27						0
		1.4% Shrtfl Terminal Furlough \$														0
		W/P Need	(4,944)						(4,004)	(27)				(7,451)		0
3747	ECC	Leg. Appr. 1,224,638 2,280	920,847 4,938	16,778 796	10,640	6,731	24,313	136,192	100,617 1,989	8,520 28						0
		1.4% Shrtfl Terminal Furlough \$														0
		W/P Need	(4,938)	(796)					(1,989)	(28)				(7,749)		0
		Balance								2				(7,749)		2,282

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Nevada Department of Corrections
Fiscal Year 2014 Work Program Schedule
Report as of July 21, 2014
Through Pay Period 02

B/A	INST / FAC	Distribution of Expenditures (over) / under Budget											Projected Revenue Expenditures Balance	PENDING WP No.
		Revenue (under) / over Budget Cat 00	01	04	05	07	09	50	59	Other	Reserve	GL 2516 Budgetary Transfer		
3748	JCC	Leg. Appr. 1,612,546 220	1,035,022 11,422	27,709 36,038	36,038	11,012	9,881	181,425 10,300	213,942 8,372	97,517 36,900	0	0	67,214	0
		Proj. 1.4% Shrtfl Terminal Furlough \$											0	0
		W/P Need	(11,422)	0	0	0	0	(10,300)	(8,372)	(2,240)	0	(32,334)	(32,334)	C30158
3749	SSCC	Leg. Appr. 3,075	0	0	0	0	0	0	0	3,075	0	0	34,880	0
		Proj. 1.4% Shrtfl Terminal Furlough \$								288			288	0
		W/P Need	0	0	0	0	0	0	0	0	0	(288)	(288)	C30181
3751	ESP	Leg. Appr. 24,811,420	20,626,869	228,484	367,786	109,112	30,536	1,718,478	1,360,873	369,282	0	0	0	0
		Proj. 2,223	163,087	2,832	(10,000)	7			2,119	95,868			256,136	0
		Terminal IFC Cent.	(78,994) (84,053)	(2,832) (84,053)		(7)			(2,119)	(93)			(84,045)	Owe \$332,408
		W/P Bal Fwd	0	0	10,000	0	0	0	0	(95,775)	0	10,000	(95,775)	Owe \$493,819
3752	CCC	Leg. Appr. 1,184,496	888,423	22,602	6,199	6,613	27,794	144,005	80,251	8,609	0	0	10,000	C29792
		Proj. (38)	11,554			2				83			(95,775)	C30153
		1.4% Shrtfl Terminal IFC Cent.	(11,554)										(95,775)	0
		W/P Need	0	0	0	0	0	0	0	0	0	0	0	0
		Balance	(81,870)	0	10,000	0	0	0	0	0	0	0	11,601	0
		Proj.								(45)			(47)	Owe \$12,666
3754	TCC	Leg. Appr. 1,199,789	812,374	24,664	19,387	15,703	21,256	151,859	142,639	11,907	0	0	11,554	0
		Proj. (334)	6,667			217	(413)		4,412	1,247			11,807	0
		1.4% Shrtfl Terminal IFC Cent.	(710)										0	0
		W/P Need	(5,623)			(217)		(11)	(4,412)	(154)		413	(10,417)	Owe \$20,889
3759	LCC	Leg. Appr. 21,818,719	18,053,761	230,034	143,891	104,988	149,244	1,885,743	1,133,451	117,607	0	0	1,803	C30300
		Proj. 17,476	59,940					8,242	(7,031)				78,627	0
		Terminal Furlough \$	(11,449) (48,491)					(8,242)					(19,691)	Owe \$162,328
		W/P Need	0	0	0	0	0	0	0	0	0	7,031	7,031	C30161
		Balance	(31,015)	0	0	0	0	0	0	0	0	0	65,967	0

7

Nevada Department of Corrections
Fiscal Year 2014 Work Program Schedule
Report as of July 21, 2014
Through Pay Period 02

Through Pay Period 02																	
B/A	INST / FAC	Revenue		Distribution of Expenditures (over) / under Budget										GL 2516 Budgetary Transfer	BAL FWD CAT 95 & CONTINGENCY	Projected Revenue Expenditures Balance	PENDING WP No.
		(under) / over Budget Cat 00		CATEGORIES													
		01	04	05	07	09	50	59	Other	Reserve							
3760	CGTH	Leg. Appr. 4,370,938 Proj. (97,563) Sal Adj (9,801) Terminal (1,611) Furlough \$ (1,611) W/P Need (1,611) Balance (41,644)	1,352,045 8,453		22,483 16	16,161 0	259,624 8,084	297,682 (5,064)	623,825 42,308							(32,353) (9,801)	Owe \$29,601
3761	FMWCC	Leg. Appr. 57,530 Proj. (41,644) Sal Adj 9,789,684 Terminal (7,869) Furlough \$ (7,869) W/P Need (7,869) Balance (41,644)	0 0 135,051		0 0 11,620	0 0 55,249	(8,084) 0 1,034,319	5,064 0 783,853	(2,276) 0 1,917,597							0 1,611	C29917
	Term LV WP cash \$44,029 on hold CAN'T HOLD	Leg. Appr. 68,129 Proj. (7,869) Sal Adj (7,869) Terminal (7,869) Furlough \$ (7,869) W/P Need (7,869) Balance (41,644)	0 0 135,051		0 0 11,620	0 0 55,249	(8,084) 0 1,034,319	5,064 0 783,853	(2,276) 0 1,917,597							0 59,800	Owe \$71,051
3762	HDSP	Leg. Appr. 68,129 Proj. (7,869) Sal Adj (7,869) Terminal (7,869) Furlough \$ (7,869) W/P Need (7,869) Balance (41,644)	0 0 135,051		0 0 11,620	0 0 55,249	(8,084) 0 1,034,319	5,064 0 783,853	(2,276) 0 1,917,597							0 59,800	Owe \$71,051
	Term LV WP cash \$139,120 on hold CAN'T HOLD	Leg. Appr. 68,129 Proj. (7,869) Sal Adj (7,869) Terminal (7,869) Furlough \$ (7,869) W/P Need (7,869) Balance (41,644)	0 0 135,051		0 0 11,620	0 0 55,249	(8,084) 0 1,034,319	5,064 0 783,853	(2,276) 0 1,917,597							0 59,800	Owe \$71,051
Totals																	

Budgetary Transfer WP's

IFC Contingency Funds rec'd - Not available	297,766
Salary Adjustment Rec'd - Not available	147,941
OC 5100 - Salaries reference AB 511 sections 6 and 7. The 2.5% salary restoration was not funded - Forced to request contingency funds.	
OC 5904 - Vacancy Savings did to materialize, resulting in a department-wide shortfall - Forced to request contingency funds.	

WP within B/A

Less Cat 95 & Ducats B/A 3710	6,804
-------------------------------	-------

Cat 04 through Other = 114,103


Note: BA 3723, 3739, 3747, 3748 & 3754 are to Revert

40,032 PRIDE BA 3760 non GF
46,004 Cat 95
21,263 Ducats Bal Fwd
107,299



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: July 22, 2014
To: Julia Teska, Director
Department of Administration
From: Scott Ewart, 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.

GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT

Agenda Item Write-up:

REQUEST FOR ALLOCATION FROM THE CONTINGENCY FUND

Pursuant to NRS 353.268, the Governor's Office of Economic Development (GOED) is requesting an allocation of \$1,248,000 of the \$4,000,000 appropriation to the Interim Finance Committee's Contingency Fund for the Unmanned Aerial Vehicle (UAV) Program. The funds will be used for continued operations of the Programmatic Management Office (PMO) to oversee the operations of test sites in Nevada and continued UAV test site developments.

Additional Information:

On December 30, 2013 the FAA designated Nevada as one of six test sites for the integration of commercial applications of Unmanned Aerial Systems (UAS) into the National Air Space. With an FAA stated goal of introducing small unmanned vehicles into the commercial airspace by September 30, 2015. The PMO will be responsible for a wide range of topics such as certifying airfields and ranges, certifying the airworthiness of vehicles, certifying crew, and maintaining safety and privacy standards. It is understood that the Contingency Fund appropriation is for continued development efforts of the UAV Program.

Statutory Authority:

NRS 353.268 and AB 507 (2013), Section 39

REVIEWED: 

ACTION ITEM: 

Brian Sandoval
Governor



Julia Teska
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: July 31, 2014

To: Julia Teska, Clerk of the Board
Department of Administration

From: Eric H. King, Budget Analyst IV *EHK*

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 ADMINISTRATION – BOARD OF EXAMINERS – STATUTORY
CONTINGENCY ACCOUNT**

Agenda Item Write-up:

Pursuant to NRS 353.268, the Department of Administration is requesting a \$500,000 allocation from the IFC Contingency fund to replenish the Reserve for Statutory Contingency Account.

Additional Information:

We anticipate additional payments from the Account in calendar year 2014 of at least \$500,000. In order to make timely payments for approved claims from the Reserve for Statutory Contingency Account, we would like to request an allocation from the contingency Account in the amount of \$500,000. We believe this allocation will be sufficient, based upon our estimate of claims to be paid for the remainder of calendar year 2014. It appears that an appropriation to replenish the account further will be necessary during the 2015 Legislative Session.

A summary of the current biennium's activity in the Reserve for Statutory Contingency Account and the projected claims for calendar year 2014 are attached.

Statutory Authority:

NRS 353.268

REVIEWED: *JH*
ACTION ITEM: _____

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)

NRS 353.264 Reserve for Statutory Contingency Account.

1. The Reserve for Statutory Contingency Account is hereby created in the State General Fund.

2. The State Board of Examiners shall administer the Reserve for Statutory Contingency Account.

The money in the Account must be expended only for:

(a) The payment of claims which are obligations of the State pursuant to NRS 41.03435, 41.0347, 62I.025, 176.485, 179.310, 212.040, 212.050, 212.070, 281.174, 282.290, 282.315, 288.203, 293.253, 293.405, 353.120, 353.262, 412.154 and 475.235;

(b) The payment of claims which are obligations of the State pursuant to:

(1) Chapter 472 of NRS arising from operations of the Division of Forestry of the State Department of Conservation and Natural Resources directly involving the protection of life and property; and

(2) NRS 7.155, 34.750, 176A.640, 179.225 and 213.153,

↪ except that claims may be approved for the respective purposes listed in this paragraph only when the money otherwise appropriated for those purposes has been exhausted;

(c) The payment of claims which are obligations of the State pursuant to NRS 41.0349 and 41.037, but only to the extent that the money in the Fund for Insurance Premiums is insufficient to pay the claims; and

(d) The payment of claims which are obligations of the State pursuant to NRS 535.030 arising from remedial actions taken by the State Engineer when the condition of a dam becomes dangerous to the safety of life or property.

3. The State Board of Examiners may authorize its Clerk or a person designated by the Clerk, under such circumstances as it deems appropriate, to approve, on behalf of the Board, the payment of claims from the Reserve for Statutory Contingency Account. For the purpose of exercising any authority granted to the Clerk of the State Board of Examiners or to the person designated by the Clerk pursuant to this subsection, any statutory reference to the State Board of Examiners relating to such a claim shall be deemed to refer to the Clerk of the Board or the person designated by the Clerk.

(Added to NRS by 1963, 1110; A 1964, 11; 1965, 1416; 1967, 1471; 1968, 22, 54; 1969, 640, 1015; 1973, 170; 1975, 345, 514, 896, 1489; 1977, 229, 238, 421, 816, 1011, 1540; 1979, 341, 1166, 1737; 1981, 486, 631, 1690, 1872; 1983, 181, 1090; 1985, 545, 617, 1237; 1987, 112, 1613; 1989, 309; 1991, 92, 1750, 1825; 1995, 865, 2640; 2001, 1079, 1088; 2003, 20, 1134; 2005, 414; 2007, 1187, 2623, 2624; 2013, 3676)

BA 4892 Statutory Contingency Account
NRS 353.264
(as of 7/31/14)

Balance Forward From FY 2013	1,922,253.00	
Refunds	90,271.89	
Prior Year Refunds	330,584.68	
Total Revenue Prior to Replenishment		\$ 2,343,109.57

Replenishments:

6/14 IFC Contingency Fund Allocation (C29763)	300,000.00	
Replenishments		\$ 300,000.00
Total Revenue & Replenishments		\$ 2,643,109.57

Paid Claims:

Miscellaneous Claims	(378,458.18)	
Gordon & Silver LTD as of 07-08-14	(314,937.90)	
Public Defender - Post Conviction Relief	(631,935.00)	
Bingham McCutchen LLP	(895,334.00)	
Bingham McCutchen LLP	(242,240.55)	
Payments (as of 7/21/14)		\$ (2,462,905.63)
Account Balance (7/21/14)		\$ 180,203.94

Claims Submitted for Payment:

Post Conviction State Claims 6/30 - 7/11/14	(63,156.43)	
State vs. Ofeldt - Forensic Psychologist Fee	(9,931.98)	
State vs. Ofeldt - Juror Fee	(320.00)	
State vs. Ofeldt - Juror Fee	(301.76)	
		\$ (73,710.17)
Account Balance - Estimated		\$ 106,493.77

Pending Claims :

Post Conviction thru FY 14-C30209 (txfr from BA 4892)	(183,396.00)	
NDOC Terminal Leave	(183,595.00)	
Bingham McCutchen LLP	(162,956.97)	
DCFS Intrastate Compact Costs	(7,000.00)	
Total Pending Claims		\$ (536,947.97)
Estimated Account Balance - Including all Claims		\$ (430,454.20)

Brian Sandoval
Governor



Julia Teska
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: July 11, 2014

To: Julia Teska, Clerk of the Board
Department of Administration

From: Janet Murphy, Budget Analyst *JM*
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 EMPLOYMENT, TRAINING & REHABILITATION –
REHABILITATION DIVISION**

Agenda Item Write-up:

The Rehabilitation Division is requesting Board of Examiners' approval to modify the existing services provider agreement for the Vocational Rehabilitation and Bureau of Disability Adjudication programs.

Additional Information:

The Vocational Rehabilitation Provider Agreement was implemented July 1, 2013, with a spending authority of \$100,000.00 per state fiscal year. On March 11, 2014, the Board of Examiners approved to increase DETR's Provider Agreement authorized dollar limit from \$100,000 to \$200,000. On June 12, 2014, the Board of Examiners approved an increase in the dollar limit from \$100,000 to \$500,000 for Goodwill Industries of Southern Nevada.

Many of the vendors utilized by the department have elected not to complete the provider agreement due to the State of Nevada's insurance and business license requirements. This has resulted in fewer providers, resulting in several providers exceeding the \$200,000. The department is requesting to delete the "not to exceed" amount to allow flexibility with individual providers. The department has an internal budget tracking system to ensure compliance with the legislatively approved budget.

Other changes include changing the reference to “Division” to “Department”, clarification for the types and amounts of insurance required, and the ability to enter the effective dates at the time the Provider Agreement is ratified.

Statutory Authority:

N/A

REVIEWED: <u>SB</u>
ACTION ITEM: <u>A</u>

BRIAN SANDOVAL
GOVERNOR



DENNIS PEREA
INTERIM DIRECTOR

RECEIVED

JUL 08 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

OFFICE OF THE DIRECTOR

DATE: July 1, 2014

TO: Julia Teska, Clerk
Board of Examiners

FROM: Dennis Perea, Interim Director *Mark Costa, ASO IV for*

Subject: DETR Provider Agreement Revisions

The Department of Employment, Training and Rehabilitation (DETR) is requesting that an action item be placed on the agenda for the August Board of Examiners' meeting to remove the provision specifying an amount authorized in the provider agreements. DETR's fiscal controls for client services/vendors are contained in the Rehabilitation Client Service system. The following is some background information on how this request has evolved.

A standard provider agreement for the Rehabilitation Division (Division) and the Bureau of Disability Adjudication (BDA), each with a \$100,000 limit, was approved by the Board of Examiners (BOE) on August 14, 2012. On March 13, 2014 the limit of the provider agreement was raised to \$200,000.

Effective July 1, 2013, the Rehabilitation Division implemented the provider agreement process in accordance with the procedures, also approved by the BOE on August 14, 2012. An annual report covering the first state fiscal year of the provider agreements' operation was submitted to the Budget Office and State Purchasing in June 2014.

Many of the vendors utilized by the Division elected not to complete the provider agreement due to the State of Nevada's insurance and business license requirements. This resulted in an increase in the use by the vendors who have completed the provider agreement, currently 168 versus approximately 440 prior to the requirement, thus making the requested provider agreement limit of \$200,000 not sufficient for some vendors to continue providing client services for the entire state fiscal year. The fact is many vendors do not want to meet the requirements to contract with the state, such as maintaining a state business license, whether the instrument is a contract or a provider agreement. The positive development of 168 vendors, who have valid licenses demonstrating competency and sufficient investment in their product to maintain

appropriate insurance as determined by Risk Management, provides opportunity for client choice in treatment but creates the need for limits over \$200K due to multiple uses.

The Rehabilitation Automated Information System of Nevada (RAISON) System tracks the amount of funding to ensure compliance with the legislatively approved budget. Placing limits on the provider agreement amounts has created unnecessary clerical activity for ongoing adjustments to individual agreements. Other State agency provider agreements do not contain limits, so this request further aligns the consistency of this process within the State.

Attached are the provider agreements for Vocational Rehabilitation and the Bureau of Disability Adjudication for approval.

Should you require any additional information on this issue, please contact Kathleen Wynands, Contract Manager at 775-684-3883.

PROVIDER AGREEMENT

Between
State of Nevada
Department of Employment, Training and Rehabilitation
BUREAU OF DISABILITY ADJUDICATION

And

_____ Provider Name		
_____ Business Name		
_____ Address		
_____ Telephone Number	_____ Fax Number	_____ E-Mail Address
_____ N/A		
_____ NV Business License Number	_____ Vendor Number	_____ Provider Agreement Number

This Agreement between the State of Nevada Department of Employment, Training and Rehabilitation (hereinafter called the Department) and the undersigned vendor / practitioner/ contractor (hereinafter called Provider) is dated as set forth below per the Scope of Work; and

WHEREAS, it is deemed that the service of the Provider is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, the Department of Employment, Training and Rehabilitation is authorized to contract for, and Provider is ready, willing and able to provide, services as required per this Agreement. ~~not to exceed \$200,000.00 per State fiscal year for the term of this agreement.~~

Therefore, in consideration of the mutual promises made by the parties hereto:

PROVIDER AGREES:

1. "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 Agreement. "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.

2. Provider is an independent contractor and all provisions of NRS 333.700 apply.

3. To provide services as designated within the Scope of Work (Attachment AA).

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 Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. 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~~**Department** relating to the Provider's performance under this Agreement.

6. 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.

7. To provide a copy to the Department and maintain all licenses, permits, certification, registration, credentialing purposes 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.

8. To provide a copy to the Department and maintain insurance for the duration of the agreement as determined by the Nevada State Risk Management Division as noted on Insurance Schedule (Attachment BB).

9. To provide evidence of Nevada State Business License as required by the State of Nevada Secretary of State's office and remain in good standing with the State of Nevada Secretary of State's office for the duration of this agreement. To register with the State of Nevada Controller's office to obtain a vendor number for Electronic Funds Payments per NRS 227.

10. 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.

11. 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.

12. To comply with 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~~**Department** relating to the Provider's provision of Services and submitting reimbursement claims pursuant this Agreement, and any changes thereto during the term of this Agreement.

13. To provide for adequate insurance coverage for any business liability and/or professional acts or omissions pursuant to this Agreement, ***which shall not be less than the types and amounts of insurance set forth in the attached Insurance Schedule (Attachment BB)*** and to indemnify and hold harmless the ~~Division~~**Department**, its employees and agents from any negligent or wrongful acts or omissions of the Provider, its employees and agents.

14. To operate and provide Services to qualified Recipients in compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offer for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

15. To operate and provide Services to qualified Recipients in compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.

16. 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.

17. To keep confidential all information, in whatever form, produced, prepared, observed or received by Provider to the extent that such information is confidential by law or otherwise required by this Agreement.

18. 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.

19. That the relevant 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 work product 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 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.

20. To keep and permit access to all records necessary to fully disclose the extent of services provided to the Department clients for six (6) calendar years.

21. 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.

22. To the extent that any assignment of any right under this Agreement changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Agreement, 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 Agreement. The Provider shall neither assign, transfer nor delegate any rights, obligations or duties under this Agreement without the prior written consent of the State.

23. Pursuant to NRS 239.010, information or documents received from the Provider 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. The Provider may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that the Provider thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

24. ~~The parties agree, w~~Whether expressly prohibited by federal law, or otherwise, ~~that~~ no funding associated with this ~~contract agreement~~ 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.

~~25. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. The Provider acknowledges that as required by statute or regulation this Agreement is effective only after approval by the State Board of Examiners and only for the period of time specified in the Agreement. Any services performed by the Provider before this Agreement is effective or after it ceases to be effective are performed at the sole risk of the Provider.~~

~~26~~**25.**—The Provider has disclosed to the State all persons that the Provider will utilize to perform services under this Agreement who are Current State Employees or Former State Employees. The Provider will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this agreement 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.

~~27.26.~~ Where applicable, Provider may 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~~**Department** 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~~**Department** the facts supporting any request to be recognized by the ~~Division~~**Department** as being exempt from the execution of the Department's additional HIPAA Business Associate Agreement (which upon execution shall be incorporated into this Agreement as ATTACHMENT DD).

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~~29.28.~~ Provider shall notify the Contracting Agency within five (5) days of knowledge of any of the following: Any action which may result in the suspension, revocation, condition, limitation, qualification or other material restriction the Provider's licenses, certifications, permits or staff privileges by any entity under which a Provider is authorized to Provide Services; indictment, arrest or conviction for a felony or for any criminal charge; Any change in address or addition to or removal of practitioners or any other information pertinent to the receipt of ~~Division~~**Department** funds; or Any change in ownership and to fully disclose terms of sales agreement, including disposition of all relevant records.

~~30. Has disclosed to the State all persons that the Provider will utilize to perform services under this Agreement who are Current State Employees or Former State Employees. Provider will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this Agreement 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.~~

~~31. To keep confidential all information, in whatever form, produced, prepared, observed or received by Provider to the extent that such information is confidential by law or otherwise required by this Agreement.~~

~~32.29.~~ The continuation of this 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 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 Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

~~33.30.~~ 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 expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of an alleged negligent or willful acts or omissions of Provider, its officers, employees and agents.

34.31. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Agreement), or any other documents or drawings, prepared or in the course of preparation by the Provider (or its subcontractors) in performance of its obligations under this Agreement shall be the exclusive property of the State and all such materials shall be delivered into State possession by the Provider upon completion, termination, or cancellation of this Agreement. The Provider shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of the Provider's obligations under this Agreement 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.

BOTH PARTIES AGREE:

1. That this Agreement may be terminated as follows:

- a. 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. The continuation of this 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 upon 30-day notice, and 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 Department's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. A default or breach may be declared with or without termination.
 - i. If Provider fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; 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 Provider to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Provider becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If the State materially breaches any material duty under this Agreement and any such breach impairs Provider'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 Provider, or any agent or representative of Provider, to any officer or employee of the State of Nevada with a view toward securing ~~aan~~ Agreement or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or
 - vi. If it is found by the State that Provider has failed to disclose any material conflict of interest relative to the performance of this Agreement.
- 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), "Notice", and the subsequent failure of the defaulting party within fifteen (15) 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.

2. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:

- a. 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. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- b. Provider shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- c. Provider shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by the Contracting Agency;
- d. Provider shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph ~~twenty-nine (29)~~ *thirty-one (31)*.

3. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, 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 Provider to any State agency in accordance with NRS 353C.190. In the event that the Provider voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Provider to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

4. 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.

5. 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.

6. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. The Provider acknowledges that as required by statute or regulation this Agreement is effective only after approval by the State Board of Examiners and only for the period of time specified in the Agreement. Any services performed by the Provider before this Agreement is effective or after it ceases to be effective are performed at the sole risk of the Provider.

6.7. 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.

~~7.8.~~ 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.

~~8.9.~~ If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

~~9.10.~~ Timeliness of billing is of the essence to the Agreement 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 Provider 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 Provider.

~~10.11.~~ Payment of services actually and properly rendered by Provider in accordance with this Provider Agreement and Attachments, program limitations and procedures of the Department will be paid upon approval of submitted invoice.

~~11.12.~~ **INCORPORATED DOCUMENTS.** *This Agreement incorporates the following attachments,* The Scope of Work (Attachment AA), Insurance Schedule (Attachment BB), Fee Schedule (Attachment CC) and HIPAA Business Associate Agreement (Attachment DD), ~~if applicable,~~ *if applicable, are incorporated into this Provider Agreement* and are a part hereof as though fully set forth herein. A Provider'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 Agreement.

~~12.13.~~ This Agreement shall be in effect from ~~date of approval~~ through ~~two years~~. It will be renewed automatically at the sole discretion of the Department, for a successive period of two years. It is further expressly understood and agreed that either party to this Agreement, notwithstanding the automatic renewal clause, may terminate this Agreement without cause at any time during the term of this Agreement by providing written notice 30 days prior to termination.

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

Business Name

Provider Representative

Print Title

Authorized Signature

Print Name

Date

**THE DEPARTMENT OF EMPLOYMENT, TRAINING
AND REHABILITATION**

Department Name

Bureau of Disability Adjudication

Agency Name

1370 S. Curry Street

Agency Address

Carson City Nevada

City

State

89703

Zip Code

Michele Killian, Program Officer I

Agency Contact Name

(775) 684-4040

Agency Phone #

(775) 684-4184

Agency Fax #

By: _____

Administrator

Date

APPROVED AS TO FORM ONLY BY THE
DEPUTY ATTORNEY GENERAL ON ~~01/31/2014~~ 06/27/2014

APPROVED AS TO FORM BY THE BOARD OF
EXAMINERS ON ~~03/11/2014~~

PROVIDER AGREEMENT

Between
State of Nevada
Department of Employment, Training and Rehabilitation
VOCATIONAL REHABILITATION

And

_____ Provider Name		
_____ Business Name		
_____ Address		
_____ Telephone Number	_____ Fax Number	_____ E-Mail Address
_____ N/A		
_____ NV Business License Number	_____ Vendor Number	_____ Provider Agreement Number

This Agreement between the State of Nevada Department of Employment, Training and Rehabilitation (hereinafter called the Department) and the undersigned vendor / practitioner/ contractor (hereinafter called Provider) is dated as set forth below per the Scope of Work; and

WHEREAS, it is deemed that the service of the Provider is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, the Department of Employment, Training and Rehabilitation is authorized to contract for, and Provider is ready, willing and able to provide, services as required per this Agreement. ~~not to exceed \$200,000.00 per State fiscal year for the term of this agreement.~~

Therefore, in consideration of the mutual promises made by the parties hereto:

PROVIDER AGREES:

1. "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 Agreement. "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.

2. Provider is an independent contractor and all provisions of NRS 333.700 apply.

3. To provide services as designated within the Scope of Work (Attachment AA).

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 Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. 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~~ **Department** relating to the Provider's performance under this Agreement.

6. 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.

7. To provide a copy to the Department and maintain all licenses, permits, certification, registration, credentialing purposes 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.

8. To provide a copy to the Department and maintain insurance for the duration of the agreement as determined by the Nevada State Risk Management Division as noted on Insurance Schedule (Attachment BB).

9. To provide evidence of Nevada State Business License as required by the State of Nevada Secretary of State's office and remain in good standing with the State of Nevada Secretary of State's office for the duration of this agreement. To register with the State of Nevada Controller's office to obtain a vendor number for Electronic Funds Payments per NRS 227.

10. 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.

11. 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.

12. To comply with 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~~ **Department** relating to the Provider's provision of Services and submitting reimbursement claims pursuant this Agreement, and any changes thereto during the term of this Agreement.

13. To provide for adequate insurance coverage for any business liability and/or professional acts or omissions pursuant to this Agreement, ***which shall not be less than the types and amounts of insurance set forth in the attached Insurance Schedule (Attachment BB)***, and to indemnify and hold harmless the ~~Division~~ **Department**, its employees and agents from any negligent or wrongful acts or omissions of the Provider, its employees and agents.

14. To operate and provide Services to qualified Recipients in compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offer for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

15. To operate and provide Services to qualified Recipients in compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.

16. 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.

17. To keep confidential all information, in whatever form, produced, prepared, observed or received by Provider to the extent that such information is confidential by law or otherwise required by this Agreement.

18. 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.

19. That the relevant 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 work product 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 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.

20. To keep and permit access to all records necessary to fully disclose the extent of services provided to the Department clients for six (6) calendar years.

21. 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.

22. To the extent that any assignment of any right under this Agreement changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Agreement, 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 Agreement. The Provider shall neither assign, transfer nor delegate any rights, obligations or duties under this Agreement without the prior written consent of the State.

23. Pursuant to NRS 239.010, information or documents received from the Provider 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. The Provider may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that the Provider thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

24. ~~The parties agree, Ww~~Whether expressly prohibited by federal law, or otherwise, ~~that~~ no funding associated with this ~~contract-agreement~~ 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.

~~25. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. The Provider acknowledges that as required by statute or regulation this Agreement is effective only after approval by the State Board of Examiners and only for the period of time specified in the Agreement. Any services performed by the Provider before this Agreement is effective or after it ceases to be effective are performed at the sole risk of the Provider.~~

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damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of an alleged negligent or willful acts or omissions of Provider, its officers, employees and agents.

34.31. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Agreement), or any other documents or drawings, prepared or in the course of preparation by the Provider (or its subcontractors) in performance of its obligations under this Agreement shall be the exclusive property of the State and all such materials shall be delivered into State possession by the Provider upon completion, termination, or cancellation of this Agreement. The Provider shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of the Provider's obligations under this Agreement 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.

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- c. A default or breach may be declared with or without termination.
 - i. If Provider fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; 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 Provider to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Provider becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If the State materially breaches any material duty under this Agreement and any such breach impairs Provider'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 Provider, or any agent or representative of Provider, to any officer or employee of the State of Nevada with a view toward securing ~~aan~~ Agreement or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or
 - vi. If it is found by the State that Provider has failed to disclose any material conflict of interest relative to the performance of this Agreement.
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2. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:

- a. 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. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- b. Provider shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- c. Provider shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by the Contracting Agency;
- d. Provider shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph ~~twenty-nine (29)~~ **thirty-one (31)**.

3. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, 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 Provider to any State agency in accordance with NRS 353C.190. In the event that the Provider voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Provider to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

4. 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.

5. 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.

6. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. The Provider acknowledges that as required by statute or regulation this Agreement is effective only after approval by the State Board of Examiners and only for the period of time specified in the Agreement. Any services performed by the Provider before this Agreement is effective or after it ceases to be effective are performed at the sole risk of the Provider.

67. 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.

7.8. 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.

8.9. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

9. 10. Timeliness of billing is of the essence to the Agreement 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 Provider 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 Provider.

10. 11. Payment of services actually and properly rendered by Provider in accordance with this Provider Agreement and Attachments, program limitations and procedures of the Department will be paid upon approval of submitted invoice.

11. 12. **INCORPORATED DOCUMENTS.** *This Agreement incorporates the following attachments, The Scope of Work (Attachment AA), Insurance Schedule (Attachment BB), Fee Schedule (Attachment CC) and HIPAA Business Associate Agreement (Attachment DD), if applicable, if applicable, are incorporated into this Provider Agreement* and are a part hereof as though fully set forth herein. A Provider'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 Agreement.

12. 13. -This Agreement shall be in effect from ~~date of approval~~ through ~~two years~~. It will be renewed automatically at the sole discretion of the Department, for a successive period of two years. It is further expressly understood and agreed that either party to this Agreement, notwithstanding the automatic renewal clause, may terminate this Agreement without cause at any time during the term of this Agreement by providing written notice 30 days prior to termination.

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

Business Name

Provider Representative

Print Title

Authorized Signature

Print Name

Date

**THE DEPARTMENT OF EMPLOYMENT, TRAINING
AND REHABILITATION**

Department Name

Vocational Rehabilitation

Agency Name

~~1370 S. Curry Street~~

Agency Address

~~Carson City Nevada~~

City

State

~~89703~~

Zip Code

~~Michele Killian, Program Officer I~~

Agency Contact Name

~~(775) 684 4040~~

Agency Phone #

~~(775) 684 4184~~

Agency Fax #

By:

Administrator

Date

APPROVED AS TO FORM ONLY BY THE
DEPUTY ATTORNEY GENERAL ON ~~01/31/2014~~ 06/27/2014

APPROVED AS TO FORM BY THE BOARD OF
EXAMINERS ON ~~03/11/2014~~

Brian Sandoval
Governor



Julia Teska
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: July 15, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Katrina Nielsen, Budget Analyst IV
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

A handwritten signature in blue ink, reading "Katrina Nielsen".

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 –
AGING AND DISABILITY SERVICES DIVISION (ADSD) –
PROVIDER AGREEMENT FORMS

Agenda Item Write-up:

The Aging and Disability Services Division is requesting Board of Examiners' approval of the following provider agreement forms to enable them to enter into an agreement with providers to provide services for individuals with intellectual disabilities and related conditions:

- A. Behavioral Consultation, Training and Intervention Services
- B. Residential Services
- C. Jobs and Day Training Services

Statutory Authority:

NRS 433.354

REVIEWED: TH
ACTION ITEM: B

6/20/14

ATTN: BUDGET OFFICE

Katrina Nielsen

Jamie Pruneau

PLEASE CALL ~~MATTHEW MEDEIROS~~ AT ADSD WHEN
APPROVED.

Thank you.

RECEIVED

JUN 20 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

QUESTIONS CALL:

Jamie Pruneau 775-687-0532

~~MATTHEW MEDEIROS 775-687-0545~~

AGING AND DISABILITY SERVICES DIVISION



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) 687-0545 • Fax (775) 687-0573

mmedeiros@adsd.nv.gov

MICHAEL WILLDEN
Director

JANE GRUNER
Administrator

DATE: June 11, 2014

TO: Katrina Nielsen, Budget Analyst
Department of Administration

FROM: Matthew Medeiros
Aging and Disability Services Division

THROUGH: Jane Gruner, Administrator
Aging and Disability Services Division

REGARDING: Behavioral Consultation, Training and Intervention Services Provider Agreement request to be approved to form.

The Aging and Disability Services Division requests approval of the Behavioral Consultation, Training and Intervention Services Agreement form. This form will be used as an agreement with providers to provide behaviorally-based assessment and intervention for Participants, as well as support, training, and consultation to family members, caregivers, paid residential support staff, and/or jobs and day training staff. This service also includes participation in the development and implementation of Individual Support Plans and/or positive behavior support plans necessary to improve an individual's independence and inclusion in their community, increase positive alternative behaviors, and/or address challenging behavior. Services are provided by professionals in psychology, behavior analysis and related fields. Services may be provided in the participant's home, school, workplace, or in the community.

Please don't hesitate to contact me if you have any questions regarding this request.

Matthew Medeiros
Aging & Disability Services
phone (775)-687-0545
fax (775) 687-0573
Contract Manager-ADSD

RECEIVED

JUN 20 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

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

Behavioral Consultation, Training and Intervention Services

James Gruner 6/13/14
Jare Gruner Date

Administrator, Aging and Disability Services Division
Title

for Ellen M. Willden 6/19/14
Michael J. Willden Date

Director, Department of Health and Human Services
Title

Approved as to form by:

Julie Schubert 6/12/14
Attorney General's Office Date
Senior Deputy Attorney General
Title

APPROVED BY BOARD OF EXAMINERS

Signature-Board of Examiners

Date

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Behavioral Consultation, Training and Intervention Services

This Agreement between State of Nevada, Department of Health and Human Services, Aging and Disability Services Division, (hereinafter called Division) and the undersigned Provider or Provider Group and its members (hereinafter called Provider) is dated as set forth below per the Scope of Work (Attachment A); 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 Participants (hereinafter Participants) receiving services from the Division. On its effective date, this Provider Agreement supersedes and replaces any existing contracts between the parties related to the provision of Services to Participants. The Nevada Aging and Disability Services Division are 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, Provider Standards, certification requirements 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.
2. To operate and provide services to Participants 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 provide services in accordance with the terms, conditions and requirements of the Home and Community Based Waiver for Individuals with Intellectual Disabilities and Related Conditions and Title XX as applicable.
5. To operate and provide services in an integrated community setting and in a manner that facilitates the Participant's choices and right to decision making; protects rights; promotes and supports personal goals and desires through active participation in the Individual Support Plan process with systems for effective measurement of outcomes towards achievement of goals; and maximizes opportunities for Participants to fully integrate in the broader community with full access to services, social, faith-based and civic activities to the same degree as afforded to the general public.
6. To be enrolled and be a Provider in good standing, including maintaining required training and criminal clearance checks for all employees and contractors, as a Medicaid Provider (Type 38) and accurately and timely bill for allowable Medicaid services.

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7. To report all incidents of denials of rights; abuse, neglect and/or exploitation and provide notifications on the use of restrictive interventions that occur with Participants to the Regional Centers in accordance with Division certification requirements, policy and procedures.
8. To provide to the Regional Centers, a report of any instance of Medicaid fraud or abuse in accordance with Division certification requirements, policy and procedures.
9. To obtain and maintain all licenses, permits, certification, registration and authority necessary to do business and render services 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 to the Division at the time of each license/certification renewal.
10. To comply with the Provider certification requirements to conduct initial and every five years thereafter, state and federal criminal clearance checks for any employee, contractor and/or leaders of an organization and comply with the Nevada Medicaid Chapters 100 and 2100 Home and Community Based Waiver for Persons with Intellectual Disability and Related Conditions, as well as crimes listed under NRS 449.174 when making hiring determinations or contracting with individuals or entities.
11. 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, but no less than annually, check the OIG website to determine the participation/exclusion status of current employees and contractors.
12. To submit accurate, complete and timely claims based on prior authorization and actual services provided.
13. To conduct business in such a way that the Participant is afforded freedom of choice of provider, services and supports.
14. To ensure the organization has a system in place to protect against duplicate billing within and outside of the agency's service delivery system (e.g. Behavioral Health Services, Psychosocial Rehabilitative Services, Personal Care Attendant Services, etc.).
15. To exhaust all appeals processes prior to initiating any litigation against the Division.
16. To provide for adequate insurance coverage for any business liability and/or professional acts or omissions pursuant to this Agreement (refer to Attachment C). To the fullest extent permitted by law, provider shall indemnify, hold harmless and defend, not excluding the Division's right to participate, the Division 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
17. That by signing this Agreement, Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or

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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.

18. 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.
19. 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.
20. 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 (Attachment B) (which upon execution shall be incorporated into this Agreement).
21. No Services may be provided to a Participant, 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

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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.

22. Provider will furnish certificates of insurance or written evidence of self-insurance.
Attachment C, Insurance Schedule

23. 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. Provider agrees to provide ongoing, authorized services to a Participant until the termination date of the contract.
- b. Division 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 Division 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 Division 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. In the case of a report of abuse, neglect, or exploitation by Provider staff that was substantiated by the Developmental Services Regional Center or law enforcement agency, this agreement may be terminated immediately.
- d. Division Termination For Default. The Division may terminate this agreement immediately when the Division receives notification or determines that the Provider no longer meets the professional credential and/or licensing and/or certification and/or insurance requirements.
- e. 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:
 - 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;
 - The Provider shall work collaboratively with the Division during transition, provide current, written service status summaries for each Participant; Participant property inventories, medication logs

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and medication inventory; and if Provider is the representative payee, provide a financial accounting on the status of the Recipient's funds, including disposition of any unused funds within 5 business days of termination.

- Provider shall preserve, protect and promptly deliver into State possession all proprietary information owned by the State, if any.
- Provider shall protect the confidentiality of all Participant records.

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.

24. Reimbursement:

1. The Division 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 Division statutes, regulations, administrative policies and procedures, individual service plans and service authorizations unless direct billing to Medicaid has been established for certain Participants. The Division's reimbursement rates may vary over the term of this

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Agreement and must conform to the established reimbursement rates in force at the time the service was provided with respect to the Division'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. The Provider agrees to reimburse the Division for payments that are not verified by Provider documentation.
 3. Timeliness of billing is of the essence to the Agreement and recognition that the Division is on a fiscal year. All billings must be submitted within 30 days of the provision of services. Billings for services provided between June 1st and the 30th must be submitted to the Division no later than the first Friday in August of the same calendar year. All billing submitted late, which forces the Division to process the billing as a stale claim pursuant to NRS 353.097, will subject the Provider 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 Division of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Provider.
 4. The Provider, whether direct billing to Medicaid or the Division, agrees to pursue the Participant's other medical insurance and resources and take all steps necessary to maintain eligibility for third party benefits prior to submitting a claim for service to the Fiscal Agent. This includes but is not limited to Medicare, Medicaid, private insurance, Recipient co-payments, medical benefits provided by employers and unions, worker compensation and any other third party insurance. Failure to do so will result in reimbursement deductions equal to the amount of loss of the participant's applicable benefits.
 5. 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 the service authorization, as delineated in the ISP. 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.
 6. Provider agrees excess payments beyond authorized reimbursement to a Provider may be deducted from future payments.
 7. 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.
25. **Notices:**
1. 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) business days of any of the following:
 - a. Any action which may result in the suspension, revocation, condition,

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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.

- b. Change in corporate entity, servicing locations, mailing address or changes to key personnel or any other information pertinent to the operations and / or provision of services.
- c. When there is a change in Provider business ownership, the new Provider must meet requirements for, at a minimum, provisional certification and adhere to Provider Standards. Existing Participant records must be kept confidential, and cannot be given to the new Provider until a new agreement with the Division has been fully executed. Existing service authorizations become void upon ownership change and must be renegotiated with the Division. In order to do so, the Division must be apprised of the change in ownership at least ninety (90) days in advance in order to assess certification status, agreement requirements and capability of the new owner to meet Participant service needs. Full disclosure of the terms of the sale must be provided to the Division.

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Behavioral Consultation, Training and Intervention Services

26. 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, Building D-132

Carson City, NV 89706

Phone: 775-687-0545

Fax: 775-687-0573

Provider

Name: _____

Address: _____

Phone: _____

Fax: _____

Authorized Signature

Aging and Disability Services Division

Authorized Signature

Print Name

Print Name

Administrator

Title

Print Title

Date

Date

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Behavioral Consultation, Training and Intervention

**ATTACHMENT A
SCOPE OF WORK**

This document is attached hereto and incorporated into the Provider Agreement, which is active and in force at the time of the execution of this Agreement for:

Provider Name (Organization/Service Provider)

The purpose of this Agreement is to establish the obligations, expectations, and relationship between the Aging and Disability Services Division and the Provider to ensure quality behavioral consultation, training and intervention services are made available to eligible Participants in accordance with the federal requirements in the Home and Community Based Waiver for Individuals with Intellectual Disabilities and Related Conditions (HCBS Waiver) and Division policies. The Provider has represented to the State Aging and Disability Services Division, the ability to provide quality behavioral consultation, training and intervention services as defined in HCBS Waiver regulations, Division certification requirements and Provider Standards and policy as of the effective date of this Agreement.

1. Behavioral Consultation, Training, and Intervention

Behavioral consultation, training and intervention services provide behaviorally-based assessment and intervention for Participants, as well as support, training, and consultation to family members, caregivers, paid residential support staff, and/or jobs and day training staff. This service also includes participation in the development and implementation of Individual Support Plans and/or positive behavior support plans necessary to improve an individual's independence and inclusion in their community, increase positive alternative behaviors, and/or address challenging behavior. Services are not covered by State Plan services and are provided by professionals in psychology, behavior analysis and related fields. Services may be provided in the participant's home, school, workplace, or in the community. Services may include:

- a. Functional Behavioral Assessment and an assessment of environmental factors that are precipitating a problem behavior;
- b. Development of a behavioral support/intervention plan in coordination with team members;
- c. Consultation or training on how to implement positive behavior support strategies and/or behavior support/intervention plans;
- d. Consultation or training on data collection strategies to monitor progress;
- e. Monitoring of the individual and/or the provider during the implementation of the plan and updating the plan as necessary.

2. Definitions

- a. Functional Behavioral Assessment - an assessment of environmental factors that are precipitating a problem behavior.

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- b. Behavioral Support/Intervention Plan – a working tool that identifies targeted behaviors and agreed upon interventions and supports that are provided to improve an individual's independence and inclusion in their community, increase positive alternative behaviors, address challenging behavior or eliminate the behaviors.
- c. Training – a service provided by a consultant for direct service staff to establish consistency in intervention and response when working with a Participant.

3. Administration:

The Provider agrees:

- a. To maintain documentation in the file of each Participant receiving this service verifying that the service is not available under a program funded under section 110 of the Rehabilitation Act of 1973 or the IDEA (20 U.S.C. 1401 et seq.).
- b. To participate fully and actively in Division required performance improvement activities.

4. Service Goals:

The provider agrees to:

- a. To provide services that are designed to foster the acquisition of skills, greater independence and personal choice.
- b. To provide training for the Participant to increase or maintain his/her skills to reside and participate successfully in his/her own community.
- c. To provide services that are designed to foster the acquisition of skills to develop positive relationships for Participants and their families.

5. Provider Qualifications

- a. There are two levels of qualifications for the provision of behavioral consultation, training and intervention services as an employee of a residential provider agency or independent contractor. Psychologists, unless providing a diagnostic evaluation (pursuant to NRS 641), are not required to be licensed. Behavior Analysts and Assistant Behavior Analysts must be certified by the Behavior Analyst Certification Board, Inc.
 - i. Level 1 – Independent contractor or employee holding Master's or Doctoral degree; Employee of a residential provider agency with a provisional or regular certification per NRS 435, and a Master's degree in psychology, special education or closely allied field is required with expertise in functional assessment, the provision of positive behavioral supports and approval by the Division to provide the service.
 - ii. Level 2 - Independent contractor or employee holding a Bachelor's degree; Employee of a residential provider agency who has provisional or regular certification per NRS 435 and a Bachelor's degree in psychology, special education or closely allied field is required with at least one year of professional clinical experience using behavior intervention, functional assessment procedures and development, implementation, and monitoring of behavior support plans in applied settings. Approval by the Division to provide the service is required.

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- b. Employees must have experience serving individuals with intellectual and developmental disabilities.
- c. Employee must meet all requirements to enroll and maintain status as an approved Medicaid provider pursuant to the Division of Health Care, Finance and Policy (DHCFF) Medicaid Services Manual, Chapters 100 and 2100, as applicable.
- d. Employee must meet all Conditions of Participation in Medicaid Services Manual 102.1.
- e. Verification occurs upon enrollment and annually thereafter.
- f. A Provider must achieve clearance from the Criminal History and Office of Inspector General Exclusionary List in accordance with Medicaid Services Manual Chapter 100 and 2100, and DS policy.

6. Service Requirements, Limits and Restrictions

Behavioral Consultation, Training and Intervention services may not exceed an annual predetermined budgetary limit. Under extenuating circumstances, additional hours require the written pre-approval of the Clinical Program Manager II.

7. Service Utilization

- a. The Provider must maintain a copy of the ISP and the Participant's risk assessment on file and make it available to the Participant, family, representative and/or Division upon request.
- b. The Provider must maintain and submit the following documentation to the Regional Center, participant, family and/or

8. Record Keeping and Reporting Requirements

- a. The Provider must maintain a written record of all services provided to the Participant including date, time spent in the delivery of service, services provided and a notation of Participant response to the service.
- b. The Provider must submit a written monthly report of service provision, an assessment of the effectiveness of services provided, and the overall outcome of services provided.

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ATTACHMENT B

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

The Department of Health and Human Services
Herein after referred to as the "Covered Entity"

and

Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

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

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

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

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

- I. **DEFINITIONS. The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.**

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1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
3. **Covered Entity** shall mean the HIPAA covered components of the Department listed above (Aging & Disability Services, Child and Family Services, Division of Public and Behavioral Health, Division of Health Care Financing & Policy) and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
4. **Parties** shall mean the Business Associate and the Covered Entity.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
 - a. Electronic, including e-mail and faxed transmissions shall be reserved only for situations when physical separation and the need for rapid response make it impractical to use a more secure means of communication.
 - i. Email containing protected health information must be encrypted.
 - ii. To fax protected health information the sender is required to:
 - 1) Verify the fax phone number prior to sending;
 - 2) Ensure that the recipient is an authorized recipient and is on site to receive the fax;
 - 3) Use a fax coversheet that contains a privacy warning;
 - 4) Ensure no protected health information is included on the fax coversheet;
 - b. Thumb drives, memory sticks or flash drives must not be used to store protected health information.
 - c. Protected health information mailed using the U. S Postal Service, FedEx, UPS or other company, must be sent by traceable means.
 - i. Outgoing mail must contain a coversheet that contains a privacy warning;
 - d. Except in emergency or urgent situations, protected health information shall not be discussed or texted on cell phones or other wireless communication devices due to vulnerability of unauthorized interception.
 - e. Leaving voice mail messages must not include protected health information.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the

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Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.

5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to HIPAA Regulations, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a

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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 creates, receives or maintains, 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 by Business Associate of HIPAA Regulations 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 HIPAA Regulations.
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 Regulations.
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 creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
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; 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.

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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 HIPAA Regulations.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

1. Permitted Uses and Disclosures:

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

2. Prohibited Uses and Disclosures:

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

IV. OBLIGATIONS OF THE COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure

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of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.

4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION

1. Effect of Termination:

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
- b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
- c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents or employees of the Business Associate.

2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.

3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** 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

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- b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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

COVERED ENTITY

Department of Health and Human Services

3416 Goni Road Building D Suite #132

Carson City, NV 89706

(775) 687-0545

(775) 687-0573

Authorized Signature

Aging and Disability Services Division

Administrator

Date

BUSINESS ASSOCIATE

Business Name

Business Address

City, State and Zip Code

Business Phone Number

Business FAX Number

Authorized Signature

Print Name

Title

Date

Revised 07/13

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**ATTACHMENT C
INSURANCE SCHEDULE**

I. INDEMNIFICATION CLAUSE:

Contractor (also known as Provider) shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

II. INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

1. Minimum Scope And Limits Of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

a. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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- i. General Aggregate \$2,000,000
 - ii. Products – Completed Operations Aggregate \$1,000,000
 - iii. Personal and Advertising Injury \$1,000,000
 - iv. Each Occurrence \$1,000,000
- b. *Individual (also known as host homes) Providers (those who do not have employees, are not incorporated, nor an LLC) may have minimum requirements of \$100,000 Each Occurrence with \$300,000 General Aggregate. The crime coverage does not apply.
- c. The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.
- d. *Criteria for Providers' Exemption from Physical and Sexual Abuse and Molestation coverage follow. The Provider must be certified as an Individual Provider (no employees, not incorporate, nor an LLC).
 - i. Procedures to request Waiver of Insurance Requirement of Physical/Sexual Abuse and Molestation follows:
 - 1. The Provider must submit a completed Request to Waive the Requirement for Physical and Sexual Abuse and Molestation (DS-LC-03) form to the Regional Center Quality Assurance Unit.
 - 2. The Participants support team must review the request and determine whether or not the Provider meets the waiver requirements of the exemption criteria.
 - 3. The request must also be approved by the Clinical Program Manager II.
- e. The waiver must be renewed at least annually.
- f. Any changes in status of the exemption criteria of the approved request to waive the Requirement for Physical and Sexual Abuse and Molestation form must be promptly reported to the assigned Regional Center service coordinator and Quality Assurance unit.
- g. 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".
- h. Crime Coverage has additional specifications for those contracts where Providers are involved in providing extensive in-home services.
 - i. This coverage would be necessary to protect the Participant's loss of valuables or property.
 - ii. Crime policies shall be endorsed to include third party fidelity coverage and list the State of Nevada and the state's Participants as Loss Payee.

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1. The Provider is not paid to provide intimate personal care, showering or bathing, toileting, incontinence care of full assistance with dressing);
2. If the Participant lives in the Provider's home (family member, host home or Intensive supportive living arrangements), the Provider will agree to background checks (State and FBI) for all other adults living in the home.

i. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

- i. Combined Single Limit (CSL) \$1,000,000
- ii. 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".

j. *Worker's Compensation and Employers' Liability

- i. Workers' Compensation Statutory Employers' Liability
- ii. Each Accident \$100,000
- iii. Disease – Each Employee \$100,000
- iv. Disease – Policy Limit \$500,000
- v. Policy shall contain a waiver of subrogation against the State of Nevada.

This requirement shall not apply to individual Providers (those who do not have employees, are not incorporated, nor an LLC) when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

k. *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.

- i. Each Claim \$1,000,000
- ii. Annual Aggregate \$2,000,000
- iii. 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.

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This requirement shall not apply when a contractor or subcontractor is not licensed and not required to be licensed to provide behavioral consultation, training and intervention services.

III. 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.

IV. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to State of Nevada, Dept of Health and Human Services, Aging and Disability Services Division, 3416 Goni Road, Suite D-132, Carson City, NV 89706, Attention Contracts.

V. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VII. VERIFICATION OF COVERAGE: Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Page 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 of Nevada, Dept of Health and Human Services, Aging and Disability Services Division, 3416 Goni Road, Suite D-132, Carson City, NV 89706, Attention Contracts. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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VIII.SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

IX. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

For those contracts where Providers are involved in providing extensive in-home services, we have also included additional specifications for crime coverage. This coverage would be necessary to protect the client's loss of values or property. Crime policies shall be endorsed to **include third party fidelity coverage** and list State of Nevada and the state clients' as **Loss Payee**.

XI. PROFESSIONAL SERVICE AGREEMENTS

Professional Contracts – Working with Children/Elderly or Disabled Persons

Many professional services involve working with or caring for children, the elderly, physically or developmentally disabled people. When these clients are in the care, custody or control of the contractor it creates an additional risk of liability for the State because of the severe and sensitive nature of the possible allegations of wrong-doing.

When services involve working with these groups of individuals, the insurance requirements in the contract must be revised to include coverage for **"sexual molestation and physical abuse"**.

Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, contractors whose services include working with and/or caring for children and disabled persons shall have their policies specifically endorsed to include this coverage.

In addition to the standard requirements of general liability, automobile liability, professional liability and workers' compensation insurance, the specifications included in this section also require coverage for sexual molestation and physical abuse.

For those contracts where Providers are involved in providing extensive in-home services, we have also included additional specifications for crime coverage. This coverage would be necessary to protect the client's loss of values or property. Crime policies shall be endorsed to **include third party fidelity coverage** and list State of Nevada and the state clients' as **Loss Payee**.

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Behavioral Consultation, Training and Intervention

Below is a reference checklist for your required insurance coverage:

VERIFICATION OF COVERAGE: Contractor shall furnish the State with certificates of insurance "(ACORD" form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf

☐

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

☐

Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

☐

***Worker's Compensation and Employers' Liability** refer to specific exemptions page 21 j

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

☐

***Professional Liability (Errors and Omissions Liability)** refer to specific exemptions page 21 k

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
Annual Aggregate	\$2,000,000

☐

***Sexual molestation and physical abuse** refer to specific exemptions page 20 b

\$100,000

☐

*** Fidelity Bond or Crime coverage** refer to specific exemptions page 20 d

\$100,000

☐

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 Provider's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Independent Provider's Signature

Date

Title

Signature-State of Nevada

Date

Title

ISP Service Authorization of Contract Hours

		Maximum Hours Approved/Month	Rate per Hour**
Residential Support Management (T2017 TG)		TOTAL:	\$18.86/hour
Residential Support Services			
Awake (T2017):			\$18.86/hour
Supplemental Residential Support Hours (T2017):			\$18.86/hour
Sleep (T2017 UJ):			\$11.88/hour
Residential Support Services Hours		TOTAL:	0.00
*Behavioral Consultation, Training & Intervention (Master's) (96152 HO)		TOTAL:	\$84.92/hour
*Behavioral Consultation, Training & Intervention (Bachelor's) (96152 HN)		TOTAL:	\$73.84/hour
*Nursing Services (RN)		TOTAL:	\$36.73/hour
*Nursing Services (LPN)		TOTAL:	\$27.28/hour
*Nursing Annual Assessment/Evaluation (RN) (T1001)	Cost:		\$42.85 (rural)/\$36.73 (urban)
*Non-Medical Transportation (T2003)	Cost:	\$0.00	\$100/mo
*Vehicle	Cost:	\$0.00	varies
TRANSPORTATION		TOTAL:	\$0.00
*Counseling (H0004 or H0004 HQ)		TOTAL:	\$102.28/hour (individual)
*Nutritional Counseling (S9470 or S9470 TN)		TOTAL:	\$56.10/hour (urban)
*Other:		TOTAL:	
Day Habilitation (T2020) (Facility/Community Based Non-Work)		Provider:	Up To 5 Days/Wk \$146.22/day
Pre-Vocational (T2014) (Facility Based Work)		Provider:	Up To 5 Days/Wk \$146.22 per day
Supported Employment (T2018) (Integrated/Competitive)		Provider:	Up To 5 Days/Wk \$146.22/day
Career Planning (T2019)		Provider:	Up To 5 Days/Wk \$31.24/hour
JDT Transportation (Not billable to Waiver if Non-Medical Transportation Authorized Above)	Cost:	\$0.00	Provider:
ONE TIME COST:			
Purpose of 1 time cost:			
For the Month of:		Amount of 1 time cost:	varies - need driven
ONE TIME COST:			
Purpose of 1 time cost:			
For the Month of:		Amount of 1 time cost:	varies - need driven

*Authorized amounts that exceed ID/RC Waiver maximum amounts will be funded by Developmental Services.

Effective Date: _____
 SLA Provider: _____
 Behavioral Consultation Provider: _____
 Nursing Services Provider: _____
 Counseling Provider: _____
 Nutritional Counseling Provider: _____
 Service Coordinator: _____

Please complete Room & Board information, if required, on second page.

DS REGIONAL CENTER
 INDIVIDUAL SUPPORT PLAN

Name: _____
 Case #: _____
 DOB: _____
 ISP Date: _____

* Rates are not all inclusive - the amount varies depending on a number of factors such as level of supervision needed and other factors

SUPPORTED LIVING ARRANGEMENT ROOM & BOARD CALCULATIONS

INCOME:

Monthly Individual Resources	Net Amount
Employer:	
Employment	
SSI	
RSDI/SSDI	
Other ()	
Other Benefits (LIHEA)	
Other Benefits (HUD)	
Other Benefits (Food Stamps)	
Other ()	
TOTAL INDIVIDUAL RESOURCES:	\$0.00

ROOM AND BOARD:

Monthly	Expenses	Individual	Other	State
Retained Earnings	\$0.00			\$0.00
Personal Needs	\$178.19			\$178.19
Food	\$222.15			\$222.15
Rent				\$0.00
Utilities				\$0.00
Phone				\$0.00
Individual Travel				\$0.00
Medical				\$0.00
Other (help w/ expenses)				\$0.00
Other ()				\$0.00
TOTAL ROOM & BOARD	\$400.34	\$0.00	\$0.00	\$400.34

**DS REGIONAL CENTER
INDIVIDUAL SUPPORT PLAN**

Name: _____
Case #: _____
DOB: _____
ISP Date: _____



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) 687-0545 • Fax (775) 687-0573
mmedeiros@adsd.nv.gov

MICHAEL WILLDEN
Director

JANE GRUNER
Administrator

DATE: June 11, 2014

TO: Katrina Nielsen, Budget Analyst
Department of Administration

FROM: Matthew Medeiros
Aging and Disability Services Division

THROUGH: Jane Gruner, Administrator
Aging and Disability Services Division

REGARDING: Residential Services Provider Agreement request to be approved to form.

Residential Services are those services designed to ensure the health and welfare of the participant, as well as the welfare of the community at large, through protective oversight and supervision activities and supports to assist in the acquisition, improvement, retention, and maintenance of the skills necessary for a participant to successfully, safely, and responsibly reside in their community. These services are provided throughout the course of normal activities of daily living, as well as in specialized training opportunities outlined in the participant's Individual Support Plan (ISP). These services are individually planned and coordinated.

Please don't hesitate to contact me if you have any questions regarding this request.

Matthew Medeiros
Aging & Disability Services
phone (775)-687-0545
fax (775) 687-0573
Contracts-ADSD

RECEIVED
JUN 20 2014
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

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

Residential Services

Jane Gruner 6/13/14
Date

Administrator, Aging and Disability Services Division
Title

for Ellen M. Willden 6/19/14
Michael J. Willden Date

Director, Department of Health and Human Services
Title

Approved as to form by:

Liz Hubaugh 6/12/14
Attorney General's Office Date

Senior Deputy Attorney General
Title

APPROVED BY BOARD OF EXAMINERS

Signature-Board of Examiners

Date

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Residential Support Services

This Agreement between State of Nevada, Department of Health and Human Services, Aging and Disability Services Division, (hereinafter called Division) and the undersigned Provider or Provider Group and its members (hereinafter called Provider) is dated as set forth below per the Scope of Work (Attachment A); 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 Participants (hereinafter Participants) receiving services from the Division. On its effective date, this Provider Agreement supersedes and replaces any existing contracts between the parties related to the provision of Services to Participants. 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, Provider Standards, certification requirements 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.
2. To operate and provide services to Participants 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 provide services in accordance with the terms, conditions and requirements of the Home and Community Based Waiver for Individuals with Intellectual Disabilities and Related Conditions and Title XX as applicable.
5. To operate and provide services in an integrated community setting and in a manner that facilitates the Participant's choices and right to decision making; protects rights; promotes and supports personal goals and desires through active participation in the Individual Support Plan process with systems for effective measurement of outcomes towards achievement of goals; and maximizes opportunities for Participants to fully integrate in the broader community with full access to services, social, faith-based and civic activities to the same degree as afforded to the general public.
6. To be enrolled and be a Provider in good standing, including maintaining required training and criminal clearance checks for all employees and contractors, as a Medicaid Provider (Type 38) and accurately and timely bill for allowable Medicaid services.

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7. To report all incidents of denials of rights; abuse, neglect and/or exploitation and provide notifications on the use of restrictive interventions that occur with Participants to the Regional Centers in accordance with Division certification requirements, policy and procedures.
8. To provide to the Regional Centers, a report of any instance of Medicaid fraud or abuse in accordance with Division certification requirements, policy and procedures.
9. To obtain and maintain all licenses, permits, certification, registration and authority necessary to do business and render services 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 to the Division at the time of each license/certification renewal.
10. To comply with the Provider certification requirements to conduct initial and every five years thereafter, state and federal criminal clearance checks for any employee, contractor, and/or leaders of an organization and comply with the Nevada Medicaid Chapters 100 and 2100 Home and Community Based Waiver for Persons with Intellectual Disability and Related Conditions as well as crimes listed under NRS 449.174 when making hiring determinations or contracting with individuals or entities.
11. 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, but no less than annually, check the OIG website to determine the participation/exclusion status of current employees and contractors.
12. To submit accurate, complete and timely claims based on prior authorization and actual services provided.
13. To conduct business in such a way that the Participant is afforded freedom of choice of provider, services and supports.
14. To ensure the organization has a system in place to protect against duplicate billing within and outside of the agency's service delivery system (e.g. Behavioral Health Services, Psychosocial Rehabilitative Services, Personal Care Attendant Services, etc.).
15. To exhaust all appeals processes prior to initiating any litigation against the Division.
16. To provide for adequate insurance coverage for any business liability and/or professional acts or omissions pursuant to this Agreement (refer to Attachment C). To the fullest extent permitted by law, provider shall indemnify, hold harmless and defend, not excluding the Division's right to participate, the Division 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
17. That by signing this Agreement, Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or

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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.

18. 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.
19. 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.
20. 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 (Attachment B) (which upon execution shall be incorporated into this Agreement).
21. No Services may be provided to a Participant, 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

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Residential Support Services

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.

22. Provider will furnish certificates of insurance or written evidence of self-insurance. Attachment C Insurance Schedule.

23. 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. Provider agrees to provide ongoing, authorized services to a Participant until the termination date of the contract.
- b. Division 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 Division 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 Division 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. In the case of a report of abuse, neglect, or exploitation by Provider staff that was substantiated by the Developmental Services Regional Center or law enforcement agency, this agreement may be terminated immediately.
- d. Division Termination For Default. The Division may terminate this agreement immediately when the Division receives notification or determines that the Provider no longer meets the professional credential and/or licensing and/or certification and/or insurance requirements.
- e. 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:
 - 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;
 - The Provider shall work collaboratively with the Division during transition, provide current, written service status summaries for

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each Participant; Participant property inventories, medication logs and medication inventory; and if Provider is the representative payee, provide a financial accounting on the status of the Recipient's funds, including disposition of any unused funds within 5 business days of termination.

- Provider shall preserve, protect and promptly deliver into State possession all proprietary information owned by the State, if any.
 - Provider shall protect the confidentiality of all Participant records.
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.

24. Reimbursement:

1. The Division 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 Division statutes, regulations, administrative policies and procedures, individual service plans and service authorizations unless direct billing to Medicaid has been established for certain

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Participants. The Division's reimbursement rates may vary over the term of this Agreement and must conform to the established reimbursement rates in force at the time the service was provided with respect to the Division'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. The Provider agrees to reimburse the Division for payments that are not verified by Provider documentation.
3. Timeliness of billing is of the essence to the Agreement and recognition that the Division is on a fiscal year. All billings must be submitted within 30 days of the provision of services. Billings for services provided between June 1st and the 30th must be submitted to the Division no later than the first Friday in August of the same calendar year. All billing submitted late, which forces the Division to process the billing as a stale claim pursuant to NRS 353.097, will subject the Provider 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 Division of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Provider.
4. The Provider, whether direct billing to Medicaid or the Division, agrees to pursue the Participant's other medical insurance and resources and take all steps necessary to maintain eligibility for third party benefits prior to submitting a claim for service to the Fiscal Agent. This includes but is not limited to Medicare, Medicaid, private insurance, Recipient co-payments, medical benefits provided by employers and unions, worker compensation and any other third party insurance. Failure to do so will result in reimbursement deductions equal to the amount of loss of the participant's applicable benefits.
5. 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 the service authorization, as delineated in the ISP. 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.
6. Provider agrees excess payments beyond authorized reimbursement to a Provider may be deducted from future payments.
7. 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.

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25. Notices:

1. 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) business days of any of the following:
 - a. 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.
 - b. Change in corporate entity, servicing locations, mailing address or changes to key personnel or any other information pertinent to the operations and / or provision of services.
 - c. When there is a change in Provider business ownership, the new Provider must meet requirements for, at a minimum, provisional certification and adhere to Provider Standards. Existing Participant records must be kept confidential, and cannot be given to the new Provider until a new agreement with the Division has been fully executed. Existing service authorizations become void upon ownership change and must be renegotiated with the Division. In order to do so, the Division must be apprised of the change in ownership at least ninety (90) days in advance in order to assess certification status, agreement requirements and capability of the new owner to meet Participant service needs. Full disclosure of the terms of the sale must be provided to the Division.

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Developmental Services Regional Centers**

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26. 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, Building D-132
Carson City, NV 89706
Phone: 775-687-0545
Fax: 775-687-0573

Provider
Name: _____
Address: _____
Phone: _____
Fax: _____

Authorized Signature
Aging and Disability Services Division

Print Name

Administrator
Title

Date

Authorized Signature

Print Name

Print Title

Date

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Residential Support Services

**ATTACHMENT A
SCOPE OF WORK**

This document is attached hereto and incorporated into the Provider Agreement, which is active and in force at the time of the execution of this Agreement for:

Provider Name (Organization/Service Provider)

The purpose of this Agreement is to establish the obligations, expectations, and relationship between the Aging and Disability Services Division and the Provider to ensure quality Residential Support Services are made available to eligible Participants in accordance with the federal requirements in the Home and Community Based Waiver for Individuals with Intellectual Disabilities and Related Conditions (HCBS Waiver) and Division policies. The Provider has represented to the State Aging and Disability Services Division, the ability to provide Residential Support Services as defined in HCBS Waiver regulations, meets Division certification requirements and Provider Standards and policy as of the effective date of this Agreement.

1. Residential Support Services:
 - a. Are designed to ensure the health and welfare of the participant, as well as the welfare of the community at large, through protective oversight and supervision activities and supports to assist in the acquisition, improvement, retention, and maintenance of the skills necessary for a participant to successfully, safely, and responsibly reside in their community.
 - b. Are provided throughout the course of normal activities of daily living, as well as in specialized training opportunities outlined in the participant's Individual Support Plan (ISP). These services are individually planned and coordinated, assuring the non-duplication of services with other State Plan Services.
 - c. May be provided on a continuum of service delivery model ranging from intermittent to twenty-four (24) hour supported living arrangements, as determined by the Individual Support Plan (ISP) team.
 - d. Are limited in a twenty-four (24) hour setting. The number of Participants residing in one home is limited to four (4) unless otherwise authorized by the DS Regional Center Director and support hours are shared, as agreed upon by the ISP teams.
 - e. Are limited in Host Home services. The number of Participants residing in a host home is limited to two (2) Participants residing in one home, unless otherwise authorized by the DS Regional Center Director and support hours are shared, as agreed upon by the ISP teams.
2. Support Living Arrangements do not require state licensure; however, the Aging & Disability Services Division must certify all provider agencies through the standardized certification process pursuant to NRS 435 and DS Policies and Procedures in order to provide such services.
3. Individual/organizational provider agencies (including subsidiaries, family and employees) may not have financial interest in homes in which the agency has an

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Residential Support Services

agreement for supported living services unless otherwise authorized by the Clinical Program Manager II or designee.

4. Definitions

- a. Residential support management is designed to ensure the health and welfare of individuals receiving residential support services from agencies in order to assure those services and supports are planned, scheduled, implemented and monitored as the individual prefers, and as needed, depending on the frequency and duration of approved services. Residential support managers assist the participant with managing their residential supports. The residential support manager is responsible to develop, implement, and monitor the specific residential habilitation plan related to resident support services.
- b. Supported Living Arrangement (SLA): A Residential Support Services program designed with the goal of supporting people to live successfully in a home of their choice as self-sufficiently as possible. SLA services are funded by using the Participant's own resources toward the cost of room and board with the provision of State funded supplements as needed.
- c. Intermittent Supported Living Arrangement (SLA): The Participants in this program require intermittent support while living in a home or apartment by themselves, with a roommate, or with family. The Participant receives a minimum (from several hours per week) to moderate (daily) support from paid SLA staff according to the identified needs and desires. Support hours are determined by the ISP team's assessment of the Participant's service and support needs.
- d. 24 Hour Supported Living Arrangement (SLA): 24 hour Supported Living Arrangements support Participants in need of maximum support services. Staff are present whenever there are Participants at home; Awake or asleep staff are present at night depending on the needs of the Participants. People typically live in a home with roommates, in a community neighborhood, and share the support services delivered by provider.
- e. Host Homes: Participants who desire or need a family living situation receive services from a Host Home provider who includes the Participant in their family life and activities. Direct services and supports are provided to assist the Participant in the acquisition, retention or improvement of skills to successfully reside in the community.

2. Administration:

The Provider agrees:

- a. To maintain documentation in the file of each Participant receiving this service verifying that the service is not available under a program funded under section 110 of the Rehabilitation Act of 1973 or the IDEA (20 U.S.C. 1401 et seq.).
- b. To participate fully and actively in Division required performance improvement activities.

3. Service Goals:

The provider agrees to:

- a. Provide a broad array of support services to promote the physical, emotional, and mental well-being of the Participant; to promote health and welfare.

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- b. Enable the Participant to acquire knowledge and skills and be a valued member of his/her community based on his/her own choices.
- c. Provide training and supervision for the Participant to increase or maintain his/her personal care, socialization, and adaptive skills to reside and participate successfully in his/her own community.
- d. Provide opportunities for Participants to broaden and build social networks and to interact socially with family, friends and the community.
- e. Assist the Participant in achieving and maintaining a quality of life that promotes the Participant's vision of the future.
- f. Implement and monitor a person-centered plan that is supported by a specific assessed need and optimizes individual initiative, autonomy, and independence in making life choices. This plan will minimally consist of the following focuses: a common understanding of the Participant from a strengths/needs perspective, developing a shared vision of the future that reflects a shared commitment for a quality life for the Participant, a listing of the opportunities and obstacles for reaching that vision, and a review process for checking progress over time.
- g. Provide positive behavioral supports based on the needs of the Participant and as documented in the ISP.
- h. Assure that Participants' rights are supported and protected; to assure that due process is properly followed.
- i. Provide a means to assess Participant satisfaction with residential support services, living environment, residential support staff, and residential support manager.
- j. Establish the setting for service provision that is integrated in and supports access to the greater community; provides opportunities to seek employment and work in competitive integrated settings, engage in community life, and control personal resources; ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid home and community-based services.

4. Service Limits and Restrictions:

- a. Residential Support Services limits vary based on assessed needs, available funding, and Division policy.
- b. Residential Support Services are provided in either the Participant's natural family home; in a non-provider owned home or apartment owned or leased in the Participant's name or on the behalf of the Participant with the exception of approved Host Home services. Provider owned homes may be used with the preapproval of the Regional Center.
- c. Residential Support Services are provided in integrated settings within community residential neighborhoods.

5. Service Utilization

- a. Utilization varies based on the needs of the Participant as identified by the ISP process. The assessment of need is a collaborative process involving the Participant, community provider, the Division, and the other Participants or environmental factors in the home.
- b. The amount of residential support services authorized for each Participant is based on assessed needs. If the needs of the Participants change, the community provider is

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obligated to initiate the collaborative planning process with the service coordinator or supervisor.

- c. Protective support hours are based on the collective needs of the Participants residing in the home. They are distributed among the total residents of the home unless there is documented need for one-on-one supervision due to the health and safety needs of a Participant
- d. Typical number of residents in a 24 hour home is a minimum of three and a maximum of four, unless otherwise authorized by the Clinical Program manager II; for a host home the number of residents is limited to two.

6. Record Keeping and Reporting Requirements (Refer to Attachment D for additional provider standards regarding record keeping requirements.)

- a. The Provider must maintain a copy of the ISP and the Participant's risk assessment on file and make it available to the Participant, their legal representative and/or Division upon request.
- b. The Provider must maintain and submit the following documentation to the Regional Center, participant, and/or legal representative within the time frames established by the Regional Center and Division:
 - i. Quarterly progress reports, including a written summary describing the specific service activities and the performance data that identifies the Participant's progress toward achievement of the established habilitation plans;
 - ii. Physician's visit forms/reports for all health care appointments to include results of appointment and physician's recommendations, and;
 - iii. Support management logs.
 - iv. Serious Incident Reports
 - v. Restraint and Denial Reports
 - vi. Investigation Reports
- c. The Provider must maintain records to substantiate all services delivered and billed.
- d. The Provider must maintain on file individual attendance reports and proof of hours worked by their direct service staff, e.g., staff time sheets.
- e. The Provider must make available to the Division a log of personal belongings of Participants served that is maintained and continually updated.
- f. The Provider must submit to the Participant's representative a monthly accounting of expenditures per the Participant's spending plan as requested, including beginning balances, receipts, disbursements, and ending balances. Any disbursements not accounted for by receipts will be reimbursed to the Participant by the Provider.
- g. The Provider must maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Division.

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ATTACHMENT B

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

The Department of Health and Human Services
Herein after referred to as the "Covered Entity"

and

Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

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

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

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

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

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I. DEFINITIONS. The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
3. **Covered Entity** shall mean the HIPAA covered components of the Department listed above (Aging & Disability Services, Child and Family Services, Division of Public and Behavioral Health, Division of Health Care Financing & Policy) and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
4. **Parties** shall mean the Business Associate and the Covered Entity.

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II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
 - a. Electronic, including e-mail and faxed transmissions shall be reserved only for situations when physical separation and the need for rapid response make it impractical to use a more secure means of communication.
 - i. Email containing protected health information must be encrypted.
 - ii. To fax protected health information the sender is required to:
 - 1) Verify the fax phone number prior to sending;
 - 2) Ensure that the recipient is an authorized recipient and is on site to receive the fax;
 - 3) Use a fax coversheet that contains a privacy warning;
 - 4) Ensure no protected health information is included on the fax coversheet;
 - b. Thumb drives, memory sticks or flash drives must not be used to store protected health information.
 - c. Protected health information mailed using the U. S Postal Service, FedEx, UPS or other company, must be sent by traceable means.
 - i. Outgoing mail must contain a coversheet that contains a privacy warning;
 - d. Except in emergency or urgent situations, protected health information shall not be discussed or texted on cell phones or other wireless communication devices due to vulnerability of unauthorized interception.
 - e. Leaving voice mail messages must not include protected health information.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors

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that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.

5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the

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Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.

- 9. Breach Pattern or Practice by Covered Entity.** Pursuant to HIPAA Regulations, 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 creates, receives or maintains, 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 by Business Associate of HIPAA Regulations 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 HIPAA Regulations.
- 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 Regulations.
- 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 creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business

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Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.

- 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; 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 HIPAA Regulations.

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PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

1. Permitted Uses and Disclosures:

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

2. Prohibited Uses and Disclosures:

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

III. OBLIGATIONS OF THE COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent

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that such limitation may affect the Business Associate's use or disclosure of protected health information.

2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

IV. TERM AND TERMINATION

1. Effect of Termination:

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

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V. MISCELLANEOUS

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

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

COVERED ENTITY

**Department of Health and Human
Services**

3416 Goni Road Building D Suite #132

Carson City, NV 89706

(775) 687-0545

(775) 687-0573

Authorized Signature

Aging and Disability Services Division

Administrator

Date

BUSINESS ASSOCIATE

Business Name

Business Address

City, State and Zip Code

Business Phone Number

Business FAX Number

Authorized Signature

Print Name

Title

Date

Revised 07/13

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**ATTACHMENT C
INSURANCE SCHEDULE**

I. INDEMNIFICATION CLAUSE:

Contractor (also known as Provider) shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

II. INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

1. Minimum Scope And Limits Of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

a. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- i. General Aggregate \$2,000,000

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- ii. Products – Completed Operations Aggregate \$1,000,000
 - iii. Personal and Advertising Injury \$1,000,000
 - iv. Each Occurrence \$1,000,000
- b. *Individual (also known as host homes) Providers (those who do not have employees, are not incorporated, nor an LLC) may have minimum requirements of \$100,000 Each Occurrence with \$300,000 General Aggregate. The crime coverage does not apply.
- c. The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.
- d. *Criteria for Providers' Exemption from Physical and Sexual Abuse and Molestation coverage follows. The Provider must be certified as an Individual Provider (no employees, not incorporate, nor an LLC).
 - i. Procedures to request Waiver of Insurance Requirement of Physical/Sexual Abuse and Molestation follows:
 - 1. The Provider must submit a completed Request to Waive the Requirement for Physical and Sexual Abuse and Molestation (DS-LC-03) form to the Regional Center Quality Assurance Unit.
 - 2. The Participants support team must review the request and determine whether or not the Provider meets the waiver requirements of the exemption criteria.
 - 3. The request must also be approved by the Clinical Program Manager II.
- e. The waiver must be renewed at least annually.
- f. Any changes in status of the exemption criteria of the approved request to Waive the Requirement for Physical and Sexual Abuse and Molestation form must be promptly reported to the assigned Regional Center service coordinator and Quality Assurance unit.
- g. 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".
- h. Crime Coverage has additional specifications for those contracts where Providers are involved in providing extensive in-home services.
 - i. This coverage would be necessary to protect the Participant's loss of valuables or property.

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- ii. Crime policies shall be endorsed to include third party fidelity coverage and list the State of Nevada and the state's Participants as Loss Payee.
 - 1. The Provider is not paid to provide intimate personal care, showering or bathing, toileting, incontinence care of full assistance with dressing);
 - 2. If the Participant lives in the Provider's home (family member, host home or Intensive supportive living arrangements), the Provider will agree to background checks (State and FBI) for all other adults living in the home.
- i. **Automobile Liability**
Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
 - i. Combined Single Limit (CSL) \$1,000,000
 - ii. 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".
- j. ***Worker's Compensation and Employers' Liability**
 - i. Workers' Compensation Statutory Employers' Liability
 - ii. Each Accident \$100,000
 - iii. Disease – Each Employee \$100,000
 - iv. Disease – Policy Limit \$500,000
 - v. Policy shall contain a waiver of subrogation against the State of Nevada.

This requirement shall not apply to individual Providers (those who do not have employees, are not incorporated, nor an LLC) when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

- k. ***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.
 - i. Each Claim \$1,000,000
 - ii. Annual Aggregate \$2,000,000
 - iii. 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

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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.

This requirement shall not apply when a contractor or subcontractor is not licensed and not required to be licensed to provide residential support services.

III. 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.

IV. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to State of Nevada, Dept of Health and Human Services, Aging and disability Services Division, 3416 Goni Road, Suite D-132, Carson City, NV 89706, Attention Contracts.

V. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VI. VERIFICATION OF COVERAGE: Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Page 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 of Nevada, Dept of Health and Human Services, Aging and Disability Services Division, 3416 Goni Road, Building D Suite #132 Carson City, NV 89706, Attention Contracts. The State project/contract number and project description shall be noted on the certificate of insurance.

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The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

VII. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

VIII. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

For those contracts where Providers are involved in providing extensive in-home services, we have also included additional specifications for crime coverage. This coverage would be necessary to protect the client's loss of values or property. Crime policies should be endorsed to **include third party fidelity coverage** and list State of Nevada and the state clients' as **Loss Payee**.

XI. PROFESSIONAL SERVICE AGREEMENTS

Professional Contracts – Working with Children/Elderly or Disabled Persons

Many professional services involve working with or caring for children, the elderly, physically or developmentally disabled people. When these clients are in the care, custody or control of the contractor it creates an additional risk of liability for the State because of the severe and sensitive nature of the possible allegations of wrong-doing.

When services involve working with these groups of individuals, the insurance requirements in the contract must be revised to include coverage for **"sexual molestation and physical abuse"**.

Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, contractors whose services include working with and/or caring for children and disabled persons should have their policies specifically endorsed to include this coverage.

In addition to the standard requirements of general liability, automobile liability, professional liability and workers' compensation insurance, the specifications included in this section also require coverage for sexual molestation and physical abuse.

For those contracts where Providers are involved in providing extensive in-home services, we have also included additional specifications for crime coverage. This coverage would be necessary to protect the client's loss of values or property. Crime policies should be endorsed to **include third party fidelity coverage** and list State of Nevada and the state clients' as **Loss Payee**.

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Below is a reference checklist for your required insurance coverage:

VERIFICATION OF COVERAGE: Contractor shall furnish the State with certificates of insurance "(ACORD" form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf

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Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

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Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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***Worker's Compensation and Employers' Liability** refer to specific exemptions page 25 j

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

☐

***Professional Liability (Errors and Omissions Liability)** refer to specific exemptions page 25 k

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
Annual Aggregate	\$2,000,000

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***Sexual molestation and physical abuse** refer to specific exemptions page 24 b

\$100,000

☐

*** Fidelity Bond or Crime coverage** refer to specific exemptions page 24 d

\$100,000

☐

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 Provider's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Independent Provider's Signature

Date

Title

Signature-State of Nevada

Date

Title

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ATTACHMENT D

PROVIDER STANDARDS

Organizational Providers

A. General Administrative

- 1. The organization maintains and submits copies of required business documents to the Developmental Services (DS) Regional Center, including the following:**
 - a. State business license and/or exemption from the Secretary of State's Office;
 - b. Local business licenses, as applicable;
 - c. General Liability Insurance;
 - d. Worker's Compensation Insurance;
 - e. Insurance against Crime/Employee Dishonesty;
 - f. Insurance against Physical/Sexual Abuse and Molestation;
 - g. Automobile Insurance and vehicle registration, as applicable;
 - h. Articles of Incorporation and current listing of board of directors, as applicable;
 - i. All other incorporated organizations must provide proof of incorporation (to include fictitious business name or DBA status);
 - j. Responsible to assure notification to Regional Center of changes to key organization staff and financial status.
- 2. The organization has a system in place to routinely assess its financial solvency.**
 - a. For agencies with \$1,000,000.00 of revenue or greater, the provider performs external audits in accordance with Generally Accepted Auditing Principles (GAAP).
 - b. For agencies with less than \$1,000,000.00, the provider will be able to furnish an annual financial statement that consists of a balance sheet, income statement, and statement of cash flows within 120 days after the fiscal year.
 - c. The organization reviews their finances to ensure sufficient capital for working operations based on current contracts and expenses.
- 3. The organization maintains current written policies, meeting DS Standards that are pertinent to provider agency operations. Minimal requirements include the following:**
 - a. The agency's policies and procedures are congruent with DS and Regional Center policies and procedures.
 - b. Abuse, Neglect and Exploitation to include:
 - i Whistle-blower clause;
 - ii Clear procedures for reporting alleged incidents of abuse, neglect and exploitation;

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- c. Incident Management and Reporting to include:
 - i. Clear guidelines on what constitutes a reportable incident;
 - ii. Clear procedures for reporting incidents;
 - iii. Clear and effective procedures addressing protections from self-abuse, and abuse and exploitation between individuals served;
 - d. Disaster Planning, to include contingency planning for business continuity;
 - e. Positive Behavioral Supports;
 - f. Human Resources Policies to include: hiring; orientation; ongoing staff development; performance feedback; complaint process; disciplinary procedures; job descriptions for all positions; and agency use of volunteers and interns;
 - g. Professional Conduct;
 - h. HIPAA/Confidentiality;
 - i. Financial Accountability (billing and management of individuals' funds);
 - j. Conflict of Interest Policy;
 - k. Academic Research Protections, as applicable.
- 4. The organization maintains current procedures meeting DS standards that are pertinent to provider agency operations and congruent with DS and Regional Center policies and procedures. Minimal requirements include the following:**
- a. Supporting Personal Rights and Responsibilities to include Due Process for Rights Restriction;
 - b. Health Care Supports to include Routine and Emergency Medical and Medication Supports for Individuals Served;
 - c. Infection Control and Standard Precautions;
 - d. Quality Assurance and Improvement Practices (designed to support compliance with standards and consistency in practice);
 - e. Record Protection, Retention and Maintenance;
 - f. Service provision, including: assessment and initiation of services; establishment of house rules, termination of services or transferring of individuals between living arrangements;
 - g. Complaint/Grievance Policy and Procedure for Individuals Served.
- 5. The organization has a system to ensure safe transportation of individuals receiving services by employees of the organization, including the following:**
- a. Proof of current vehicle insurance and current Nevada registration is on file for both organization and personal staff vehicles used for transportation of individuals served;
 - b. The organization has a system in place to ensure that all vehicles (organization and employee) used for transportation of individuals served are in sound and safe operating condition with documentation maintained on file;
 - c. Employees who transport individuals must have a current copy of their Nevada driver's license maintained on file.
- 6. The organization has a system in place to secure, protect and maintain a separate record for each individual receiving services, including the following:**

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- a. Records are maintained and retained according to DS Regional Center and Medicaid policy;
 - b. Records are secured and protected from misuse and breach of privacy;
 - c. Direct support staff have immediate access to individuals' records, as needed, to perform their support duties.
- 7. The organization has a process to ensure timely and professional communication and interactions with outside Support Team Members (inclusive of other providers, family, guardians, DS Regional Center, providers of health care, etc.) including the following:**
- a. The organization ensures that necessary information (medication changes, medical appointments, program modifications, health and safety precautions, and risk factors etc.) is communicated to appropriate people or organizations to ensure quality and continuity of services;
 - b. Staff evidence training and demonstrate effective, responsive and professional interactions with Regional Center staff and Support Team members.
- 8. The organization has a system in place to ensure accuracy in billing for Supported Living Arrangement Contracts with DS Regional Center, including the following:**
- a. The organization has an effective system and procedure for submittal of billing statements with required backup documentation within established DS Regional Center policy guidelines;
 - b. The organization has a well-developed system to monitor service agreements and contracts and provide staffing numbers that meet authorized staffing ratios and supervision needs of individuals as outlined in the ISP;
 - c. The organization has a system in place to protect against duplicate billing within and outside of the agency's service delivery system (e.g. Behavioral Health Services, PSR, PCA, etc.).

B. Personnel

- 1. The organization has a system and process for assessing employee performance and providing feedback to employees related to their job description, including the following:**
- a. The organization maintains a copy of employees' signed and dated job descriptions which are reflective of essential functions of the duties they perform;
 - b. Job descriptions include qualifications required for the position;
 - c. The organization has a system for providing employees with feedback which reflect pertinent and current information related to strengths and identified staff development needs, based on supervisory monitoring and input from individuals supported by the employee.

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- 2. The organization obtains and checks references on all employees (including re-hires and transfers), subcontractors, volunteers and interns prior to hire, including the following:**
 - a. Personnel files have evidence of 3 positive reference checks prior to hire (signed by the person completing the form) with no more than one being a personal reference. For applicants without sufficient employment history, or for whom the employer agency will not provide a reference, the organization's director may approve acceptance of alternate reference sources such as school teachers, civic or faith-based organization leaders, or other additional personal references. Attempts to obtain professional references must be maintained on file along with the director's approval to accept alternate references.
- 3. DS Employee Application Supplemental Questions completed and on file for each employee (effective for all hires after 03/01/10).**
- 4. The organization ensures that employees hired for Direct Support services are at least 18 years of age and have High School diploma or equivalent.**
- 5. The organization completes criminal clearance checks for all employees (including re-hires and transfers), subcontractors, volunteers, interns, and as applicable, officers and chief operating officers, including the following:**
 - a. Finger print cards are submitted for State and FBI background checks within 7 days of hire and every 5 years of employment thereafter, and the findings of the checks are maintained;
 - b. Employees with convictions in disqualifying offenses (as listed in NRS 449.174) or where charges are pending, and/or disposition status is "unknown", are not allowed to work in direct contact with individuals served by the DS Regional Center;
 - c. "Office of Inspector General (OIG) List of Excluded Individuals and Entities" is checked prior to hire, and rechecked on a schedule established by the organization's policy and procedure.
- 6. Employees have appropriate and current credentials for their positions (Nurses, Behaviorists, Nutritionist, and Certification in Medication Administration or Crisis Intervention etc.). The organization must retain copies of current licensure and certifications on file including the following:**
 - a. Credentials/license and professional insurance for all subcontractors and employees as applicable;
 - b. CPR/First Aid Certification must be completed within 30 days of hire. Certification must be maintained through an accredited and approved course, i.e. American Red Cross, American Heart Association or the equivalent. (Note: Staff must maintain current CPR/First Aid certification in order to work independently with individuals served and certification must have been acquired through classroom training);

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- c. Medication Administration Certification through a DS approved program. Staff must maintain current certification status in order to assist with medication administration;
 - d. Crisis Prevention/Intervention Certification in a DS approved program is required for any employee who is likely to utilize restraint procedures. The organization must provide evidence of adherence to stipulations or standards of training as established by the approved program i.e. Safety Care, CPI, MANDT, SOARS, etc. An approved program requires national recognition and evidence of annual review and update of curriculum based on best legal/behavioral/ ethical practices of standards of care. This evidence is available on the organization's website or in its printed documentation. (Note: Only staff with current certification in an approved program may implement any type of restraint use.).
- 7. Appropriate government child licensing agency/approval of homes and employees as applicable.**
- 8. Each employee, volunteer, subcontractor and intern has a training record that documents orientation and annual training attendance, including: name and signature of instructor; date of training; number of hours; topic or subject; and employee signature.**
- 9. Each employee, volunteer, subcontractor, and intern, as applicable to their role, must complete orientation training within 90 days of hire and prior to working independently with individuals. Orientation training must include the following:**
- a. Developmental Disabilities;
 - b. Abuse, Neglect and Exploitation (Note: Policy review must occur within first 24 hours of hire)*;
 - c. Incident Reporting*;
 - d. Personal Rights/Responsibilities, Dignity and Respect, and Due Process (including Human Rights Committee oversight)*;
 - e. Disaster and Emergency Preparedness (to include: fire evacuation (and in 24-hour homes, use of fire extinguisher), and as applicable, pool/spa safety and emergency protocols etc.);
 - f. Medical Supports and Identifying and Managing Medical Emergencies (including topics meeting specialized needs of individuals that the organization serves, i.e. medically fragile, aging, children and youth);
 - g. Medication Supports;
 - h. Standard Precautions and Infection Control to include Safe Food Handling;
 - i. ISP Planning, Person Centered Goals, Plan Implementation and Reporting on Progress;
 - j. HIPAA and Confidentiality*;
 - k. Handling Conflict and Complaints/Grievance Procedures (for both employees and individuals served);

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- l. Positive Behavior Approaches and Supports*;
- m. Ethics, Boundaries and Professional Behavior*;
- n. Documentation and Billing Requirements*;
- o. "Hands On" job orientation specific to the assigned home's routine and special needs of individuals the staff will be supporting.

Note: Volunteers, interns and subcontractors will have evidence of trainings marked with * above and in areas specific and pertinent to their roles and functions.

10. Each employee volunteer, subcontractor and intern, as applicable to their role, must complete annual training to include:

- a. Abuse, Neglect and Exploitation*;
- b. Incident Reporting*;
- c. Personal Rights/Responsibilities, Dignity and Respect, and Due Process (including Human Rights Committee oversight)*;
- d. Disaster and Emergency Preparedness (to include: fire evacuation (and in 24-hour homes, use of fire extinguisher), and as applicable, pool/spa safety and emergency protocols etc.);
- e. Medical Supports and Identifying and Managing Medical Emergencies (including topics meeting specialized needs of individuals the organization serves i.e. medically fragile, aging, children and youth);
- f. Medication Supports;
- g. Standard Precautions and Infection Control to include Safe Food Handling;
- h. HIPAA and Confidentiality*;
- i. Positive Behavior Approaches and Supports*;
- j. Ethics, Boundaries and Professional Behavior*.

Note:

- ***Organization must have a system to track employee training to ensure that all employees are current for required annual training.***
- ***Volunteers, interns, and subcontractors will have evidence of trainings marked with * above and in areas specific and pertinent to their roles and functions.***

11. Staff training reflects a clear expectation of acceptable and unacceptable staff interaction with individuals served and risk factors for abuse, neglect and exploitation, including the following:

- a. The organization's training curriculum must include risk factors, prevention strategies, signs and symptoms of abuse, neglect and exploitation, as well as reporting responsibility and procedures for effective and timely reporting.

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- 12. The organization employs or contracts with a Qualified Intellectual Disability Professional (QIDP) who meets the HCBW (Home and Community Based Waiver) standards including the following:**
 - a. Designated QIDP(s) must meet federal criteria: bachelor's degree in a human service field and one year professional experience in the field of developmental disabilities;
 - b. The organization's director is not the sole QIDP for the agency unless approved by DS Regional Center.
- 13. The effectiveness of the QIDP meets HCBW standards including the following:**
 - a. The organization provides sufficient QIDP coverage to ensure: timely (per DS Regional Center Policy) and sound support/habilitation plan development; adequate staff training; consistent implementation of support plans; coordination of services; and active monitoring of the implementation of support plans; assessment of progress; and effectiveness of supports provided to individuals;
 - b. The number of QIDP's employed or amount of contract hours required by a provider organization is dependent on: the needs of the individuals served; the expertise of provider staff working with the QIDP; and the ability of the QIDP to fulfill all functions of the position as measured by outcomes and fulfillment of waiver regulations.
- 14. The organization has a system to ensure staff coverage is adequate and sufficient to ensure health and welfare of individuals served and meet service authorizations including the following:**
 - a. The organization has a system to assure appropriate "backup/fill in" staff is available when needed to ensure supports are provided in congruence with the Individual Support Plan (ISP).
- 15. The organization has procedures for the establishment of staff scheduling, which support individuals' specific needs and aids in the prevention of abuse and neglect through limiting an individual staff member's overtime usage (hours/day, hours/week, and hours/month).**

C. Internal Quality Assurance

I. Incident Reporting/Abuse, Neglect and Exploitation

- 1. The organization demonstrates a consistent practice of reporting accidents, injuries, other incidents, and suspicion and/or allegations of abuse, neglect, and exploitation, including the following:**
 - a. Employees have working knowledge and comply with policy and procedures for reporting of accidents, injuries, other incidents and suspicion and/or allegations of abuse, neglect and exploitation per DS Regional Center policy guidelines;
 - b. The organization ensures that incident reporting forms to include: Incident Reports (IRs), Denial of Rights (DORs) and Restraint and Denial (RADs) are

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- completed thoroughly and accurately and submitted to DS Regional Center within established reporting guidelines;
- c. Provider demonstrates awareness of types of events that must be reported and use appropriate methods of reporting (e.g. IR, RAD, DOR).
- 2. The organization has a system to investigate allegations of abuse, neglect, exploitation and other serious incidents, including the following:**
- a. The organization has trained investigators and conducts timely and thorough investigations;
 - b. Investigation reports are well written, with sufficient information to substantiate findings and include action taken and plans to prevent future incidents;
 - c. The organization submits investigation reports within established guidelines and responds to requests for additions and clarification within agreed-upon time frames.
- 3. Incidents and accident reports are kept on file, reviewed, and analyzed to detect problems as well as identify trends and patterns for possible safety concerns, including the following:**
- a. The organization has an effective system for identification and remediation of repeated incidents or problems.

II. Complaints and Grievances

- 1. The organization has a complaint process that includes:**
- a. Review of complaints and concerns from individuals receiving services, family members, or advocates, timelines for prompt action, remediation, and review of aggregate data to identify trends and patterns of concerns;
 - b. A well-developed process for soliciting satisfaction of services from individuals, families, and outside entities utilized to promote performance improvement.

III. Emergency Preparedness/Safety/Environmental

- 1. The organization has clear emergency procedures for staff to follow in case of emergency or disaster, including the following:**
- a. Types of emergencies are specified, and backup for emergencies are clearly identified and include home, work and community-based emergencies;
 - b. Plans for natural disasters, fire, power outage, missing persons, etc., are available and known by staff and individuals served, as appropriate;
 - c. Emergency numbers are available in an accessible location.
- 2. There is a system in place to ensure adequate protections during emergency situations, which include the following:**
- a. Disaster/emergency drills are conducted on a regular basis for all 24-hour homes;

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- b. For all 24-hour homes, fire drills are conducted monthly at varying times (with at least one conducted every 6 months during sleep hours) and practicing varied routes of egress;
 - c. Individuals living in intermittent SLA settings are assessed for safety. Fire/disaster and safety skills/drills training is provided, based on ISP team recommendation;
 - d. Special planning occurs for individuals who reside in two-story homes: alternative escape routes individually designed to support individuals are reviewed and simulated; fire extinguishers, telephones, flashlights with batteries and collapsible safety ladders are located on the second floor;
 - e. Post-evacuation safety measures including assigned meeting place and procedure to account for all individuals and staff;
 - f. The organization ensures training for special assistance to individuals who may have identified support needs during emergencies, including refusals or reluctance to evacuate;
 - g. The organization ensures individuals receive orientation on emergency procedures within 24 hours of moving into the home;
 - h. The organization ensures staff receives orientation on emergency procedures upon hire and prior to working independently;
 - i. Access to locked rooms is available in emergencies and locks and/or other barriers do not hamper evacuation.
- 3. The organization has a system in place to ensure that emergency supplies are readily available to include the following:**
- a. A well-stocked emergency kit to include: flashlights; batteries; a battery-operated radio; matches; and items specific to the individuals' specialized needs;
 - b. An adequate (5-day) supply of nonperishable food and bottled water within expiration guidelines (5 gallons of water per individual);
 - c. Complete First Aid Kit including: gloves; thermometer; Band-Aids; ice pack; alcohol wipes; gauze; and in 24 hour homes a CPR mask;
 - d. A properly charged fire extinguisher in 24-hour homes and present in intermittent SLA services as applicable. If the fire extinguisher is rechargeable the service tag must be current within 1 year, for "one time use" extinguishers current date must be within 7 years of manufactured date on the extinguisher;
 - e. In 24-hour SLA arrangements, infection control supplies to include: face shield/mask; gloves; disinfecting solution; bucket; etc.
- 4. The organization has a system and procedures for ensuring safety within the home including the following:**
- a. The organization has a system for conducting and follow up of environmental quality assurance reviews on a routine basis;
 - b. All maintenance concerns are corrected in a timely manner;
 - c. Home is free of slipping and tripping hazards;
 - d. Operational battery back-up smoke detectors in all sleeping areas and common areas;

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- e. Each bedroom/sleeping area must have two unobstructed egresses readily accessible for evacuation (i.e. 2 doors or a door and a window that open with ease);
 - f. Bedroom and bathroom doors must be able to unlock from the inside with a single motion device;
 - g. Windows and doors that are frequently left open must have screens that are in good repair;
 - h. Home safeguards will be put in place based on the assessed needs of individuals (e.g. temperature regulating controls on water heaters, stoves, etc.);
 - i. The water heater's temperature is monitored and regulated so as to not exceed safe levels for the assessed health and safety needs and skills of individuals served. (Suggested temperature range 110 F not to exceed 119F.);
 - j. Adequate home temperature is maintained based on expressed desire of individuals living in the home;
 - k. Portable heaters are prohibited;
 - l. Air filters utilized are proper fitting and free of build up;
 - m. No frayed or electrical cords are being used;
 - n. Extension cords may be used on a temporary basis but must be UL approved;
 - o. Surge protectors in place must be UL approved;
 - p. Smoking areas are clearly defined and smoking policy is followed;
 - q. Smoking and fire materials, including matches, candles, fire places, etc., are used in a safe manner based on assessed safety skills of individuals served. In 24-hour homes, burning of fire places and candles may only be done under direct supervision of support staff;
 - r. Combustibles not stored near heat source;
 - s. Combustibles and caustics are locked and secured based on assessed needs of individuals;
 - t. Outside exits may not be key locked from inside unless there are active and maintained sprinklers throughout the home and DS Regional Center approval has been given;
 - u. Outside gates may not be key locked without appropriate Regional Center approvals;
 - v. Security bars must be operable and able to swing open freely from single motion inside device;
 - w. Weapons are prohibited in 24-hour support arrangements;
 - x. Environmental modifications are in good repair (ramps, handrails, shower chairs, grab bars, etc.);
 - y. Adaptive equipment (wheelchairs, walkers, shower chairs, etc.) is clean and maintained in good repair.
- 5. The organization has a system and procedure in place to assure environmental and sanitation requirements (the homes are maintained in a clean and sanitary manner) are met including the following:**
- a. Homes are decorated in a manner reflective of the individuals' preferred tastes;
 - b. Homes are clean in a manner to support appropriate sanitation and infection control;

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- c. The condition of the walls and doors are maintained in a safe manner;
 - d. Interior window coverings allow sufficient privacy and are safe;
 - e. Flooring is in safe repair;
 - f. Flooring is free from unsafe debris and obstacles;
 - g. Furnishings are in good repair and functional for the individuals (mattresses, mattress covers, etc.);
 - h. There is adequate lighting with appropriate shades in all living areas and bedrooms;
 - i. Appliances are operable;
 - j. Appliances and food prep surfaces are clean and sanitary;
 - k. There is an adequate supply of cooking and eating utensils;
 - l. Food is thawed in refrigerator or microwave;
 - m. Individuals are encouraged to pack lunches in clean containers;
 - n. Attention is given to expiration dates of food and discarded promptly;
 - o. Food storage is in air tight containers (labeled and dated in 24-hour supervised homes);
 - p. Food is stored at appropriate temperature and may not be stored on floors;
 - q. Good hygiene practices are followed;
 - r. Liquid soap and paper towel is available in kitchen and bathroom areas;
 - s. There is adequate trash storage;
 - t. Waste materials disposed of in covered containers;
 - u. Free of rodents/insects;
 - v. Sanitation and infection control protocols are in place and maintained;
 - w. Standard precautions/infection control protocols are utilized and personal protective equipment and supplies are adequately stocked and available to staff;
 - x. Individuals do not share personal hygiene supplies;
 - y. Personal hygiene items are stored separately in clean containers;
 - z. Soiled clothing and linens are washed separately;
 - aa. Soiled clothing and linens are not allowed to accumulate and emit offensive odors;
 - bb. Pets are vaccinated against rabies and are licensed as applicable;
 - cc. Pets are properly cared for;
 - dd. Pet areas are clean and free of offensive odors and waste.
- 6. Homes with swimming pools and spas have safety features in place including the following:**
- a. The pool/spa is maintained in a healthy and sanitary condition;
 - b. Water/life safety equipment is readily accessible at pool side;
 - c. Organization ensures that individuals are monitored by support staff with sufficient skills to use emergency safety equipment and perform rescue if needed;
 - d. Pool rules are developed and are understood by users;
 - e. Special precautionary plans are in place for those individuals who may not understand pool rules;
 - f. Non-swimmers are identified and provided appropriate support and monitoring;

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Developmental Services Regional Centers**

Residential Support Services

- g. Organization ensures appropriate security is in place, based on formal assessed needs of individuals served, that may vary from understanding and ability to abide by established rules, to possibly including a locked fenced-in area surrounding the pool or spa area;
 - h. Organization ensures that protective pool or spa coverings are completely removed when in use.
- 7. The organization has a system in place to ensure that exteriors of the homes are well maintained and reflect the standards of the neighborhood including the following:**
- a. Lawn and shrubs are well trimmed;
 - b. Outside lighting is operable;
 - c. Window coverings are appropriate and screens on home are in good repair;
 - d. Exterior of home, yard, patio and sidewalks are maintained and free of safety hazards.
- 8. The organization has a system in place to ensure all homes considered for 24 hour supported living arrangements meets standards and are prior approved by the Regional Center.**

D. Assurances of Primary Health Care

- 1. The organization's health and wellness supports are individualized based on assessments, including the following:**
- a. The organization ensures that all individuals receiving medication support will have current prescriptions, including those for PRN and will include identifiers and parameters for administration;
 - b. The organization ensures that health care assessments are completed according to DS agency policy, ISP team recommendations and submitted to the DS Regional Center prior to individual Support Plan (ISP) meetings;
 - c. Recommendations and medication/treatment changes from health care professionals are shared with team members who need to know as pertinent to their support role;
 - d. Recommendations and medication/treatment changes from health care professionals are acted upon as prescribed;
 - e. Assessment of individual's medication administration skills is completed per DS Regional Center policy and medication support is provided based on assessed skill level.
- 2. The organization ensures that only certified staff provides medication administration for those assessed as needing this level of support.**
- 3. The organization has an internal system to ensure accurate and efficient delivery of prescribed medications including the following:**
- a. The organization has established procedures that ensure correct dosage, times, routes, etc. for individuals taking medication;

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- b. The organization has established procedures to assure individuals receive new medications and medication refills as prescribed and within timeframes directed by the health care professional so as to prevent delay or disruption in medication administration;
 - c. The organization has an established system for tracking, documenting and accounting for medication delivery and removal;
 - d. Medications will be secured based on the needs of individuals residing in the living arrangement, effective in preventing loss, misuse, and accidental ingestion;
 - e. All controlled substances shall be locked in all 24-hour supervised homes;
 - f. All controlled substances are counted at each shift and time of administration;
 - g. Medications are destroyed in an environmentally safe manner and records of destruction are maintained.
- 4. The organization has a system for identifying, reporting and correcting medication errors including the following:**
- a. Incident reports are submitted to the DS Regional Center for all medication errors which identify the cause and preventive measures to be taken;
 - b. The organization has a system for tracking and trending medication errors and taking corrective actions including systems change as appropriate;
 - c. Medication documentation (e.g. MARS and/or Medication Logs) is completed immediately and accurately upon administration, and upon any change of medication or dosage, as prescribed by the health care professional.
- 5. The organization ensures that individuals' health care needs are adequately assessed and supported, including the following:**
- a. The organization has a process for assessing health care needs; development of health support plan; training to staff; and securing of adaptive equipment and home modifications, as applicable, prior to the initiation of services and/or upon discharge from hospital;
 - b. The organization has a system to ensure that health care appointments are scheduled and attended, with follow up on recommendations as prescribed;
 - c. The organization ensures physician recommendations for monitoring and treating signs and symptoms of health concerns are documented to include: seizures; blood pressure; blood sugar levels; behavioral data; nutritional status; input/output; weight; etc.;
 - d. The organization ensures that health care providers/physicians are provided with appropriate documentation including data on target health symptoms or behavioral issues needed to make effective treatment decisions;
 - e. The organization ensures health care recommendations/orders are implemented timely;
 - f. The organization ensures adequate documentation is maintained on all health care appointments and follow-up activity.
- 6. The organization has a system for immediately addressing health care emergencies, including the following:**

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- a. Staff demonstrates awareness of signs and symptoms of injury/illness and access to emergency health care;
 - b. Staff demonstrates awareness and compliance with organization's medical emergency policy and procedures;
 - c. Emergency contact numbers are communicated to all team members;
 - d. Staff makes immediate notifications to health care professionals, guardians and other team members of any health care emergency;
 - e. Staff makes immediate notifications to health care professionals and ISP team members of an individual's refusals of recommended treatment;
 - f. The organization has an effective system for alerting staff of changes in health care needs and safety precautions.
- 7. The organization provides for healthy nutritious meals including the following:**
- a. Individuals are involved with menu planning and grocery shopping;
 - b. Individuals participate in cooking, preparing the table, serving themselves, and cleaning up after meals;
 - c. Nutritious foods (fresh fruits, vegetables, meat, dairy, etc.) are available;
 - d. Individuals are encouraged to make healthy choices;
 - e. Preferred snacks and beverages are available;
 - f. Restrictions are not implemented in the absence of a medical or dietary order;
 - g. Staff is knowledgeable of and support special dietary requirements;
 - h. Alternatives/options are available for restricted foods.

E. Assurances of Fiscal Accountability

- 1. The organization has a system in place to ensure utilization and continuity of individuals' benefits (SSI, Medicaid, Waiver, Food Stamps, etc.) including the following:**
 - a. The organization submits re-determination paperwork to Medicaid and Social Security in a timely manner and protects against disruption of benefits;
 - b. The organization has a process in place to monitor and ensure that individuals' assets do not exceed Medicaid allowable resource limits;
 - c. Loss of revenue to the organization as a result of systems failure creating a benefit disruption is the responsibility of the organization and not passed on to either the individual or the DS Regional Center.
- 2. The organization ensures that personal and organizational funds are not co-mingled.**
- 3. The organization ensures that dividends from interest-bearing trust accounts are pro-rated as appropriate.**
- 4. The organization ensures that personal funds are managed only at the written request of the individual/guardian.**

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- 5. The organization has safeguards to protect personal fund accounts from being drawn into negative balances.**
- 6. The organization has an accountability system utilized to ensure against misuse of individuals' money or financial exploitation including the following:**
 - a. In settings where staff are responsible for handling individuals' personal needs funds, personal fund ledgers are tallied at time of transactions and include both staff and individuals' initials for all transactions (as applicable);
 - b. Receipts are maintained for purchases made with the support of staff and cash ledgers are reconciled with receipts;
 - c. All cash, check, or pay card transactions between staff and individuals will be acknowledged by written receipt and signed by both the individual and staff.
- 7. The organization supports individuals to pay bills and other expenses (rent, utilities, etc.) in a timely manner including the following:**
 - a. The organization has systems in place to ensure individuals are provided information about their trust fund accounts and financial responsibilities;
 - b. The organization provides for immediate access to money by the individuals;
 - c. Individuals participate in bill paying and monthly reconciliation (when appropriate).
- 8. Late fee penalties as a result of systems failure are the responsibility of the organization and are not passed on to the individual or to the DS Regional Center.**

F. General

- 1. The organization ensures that employees are aware of and support individuals served to exercise personal rights and/or in development of skills required to exercise rights including the following:**
 - a. Rights training curriculum and/or materials are available and used by staff to support individuals' awareness, interest and skill development in the exercising of their rights;
 - b. Rights are not restricted without completion of due process per DS Regional Center policy, with the exception of emergency situations, in which health and/or welfare is at risk;
 - c. Staff complete and submit required documentation for emergency use of restrictive interventions as needed for health and welfare, following DS Regional Center policy.
- 2. The organization ensures that employees treat individuals served with dignity and respect, including the following:**

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- a. Individuals are called by their preferred name and are treated as “people first” and with respect and high regard of their personal worth, individual talents and personal rights;
 - b.
 - c. Age appropriate interactions and activities are supported by all staff;
 - d. All rules of the organization are not restrictive without cause (safety, health, etc.) and house rules are established with the participation of individuals residing in the home;
 - e. Staff demonstrates respect and support of individuals’ cultural differences and interests;
 - f. Privacy, confidentiality and dignity in all aspects of personal life, healthcare and self-care are respected and adhered to.
- 3. The organization ensures that individuals served are supported to be involved in all aspects of home and daily routines to their fullest capabilities including the following:**
 - a. The organization supports a culture of teaching, mentoring, and partnering with people, versus a “care giving” model of “doing for” people;
 - b. Individuals are supported and taught responsibilities of their home and facilitated to participate in all aspects of home and community life, irrespective of and in addition to habilitation plans;
 - c. Opportunities for decision making are actively provided;
 - d. Staff engages with, listens and converses with individuals receiving supports.
- 4. The organization implements positive behavioral support strategies and interventions including the following:**
 - a. Staff demonstrates knowledge and skill in implementing positive behavioral supports;
 - b. Staff promote and facilitate effective means for individuals to communicate needs and feelings;
 - c. The organization implements strategies designed to determine function of challenging behavior.
- 5. The organization demonstrates competency in the development and writing of behavioral support plans, including the following:**
 - a. Behavioral support plans include teaching of alternate skill sets designed to reduce or eliminate harmful or unsafe behavior;
 - b. Behavioral support plans are least restrictive in nature and include a skill development component;
 - c. Staff document data that clearly measures the effectiveness of support plans and interventions.

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- 6. Organizations serving individuals with significant behavioral support needs must:**
 - a. Employ or contract with a professional meeting the qualifications outlined in the Medicaid Manual for behavioral consultation, training and intervention;
 - b. Have the ability to conduct sound behavioral assessment, to include assessing environmental factors;
 - c. Demonstrate the ability to collect, analyze and present meaningful data;
 - d. Utilize data effectively in modifying/adjusting plans;
 - e. Utilize sound crisis prevention planning;
 - f. Utilize behavioral planning strategies, including differentiating between skill acquisition and reactive strategies;
 - g. Demonstrate collaborative relationships with ISP and/or IEP team members, behavior intervention committees, court system and health care providers, as applicable.
- 7. The organization has a process for support plan development and implementation based on thorough assessments of the individuals' skills, interests, desired outcomes and support needs, including the following:**
 - a. The organization ensures evaluation of health, welfare and safety risks, with development and training to staff on assessed support plans/needs, prior to initiation of services;
 - b. The organization has a formal process for effectively assessing individuals' skills and risks to include: personal care, home management, safety, community life, health and welfare, and personal goals and desires within 30 days of initiation of services;
 - c. Re-assessments are conducted annually and upon changing needs of the individuals.
- 8. The organization has a process for effectively communicating to staff all precautions and safeguards based on assessed needs of the individuals.**
- 9. The organization has a process for support plan implementation including the following:**
 - a. Support plans are well-developed and measurable and include teaching methods based on the individuals' learning style;
 - b. Staff is trained and demonstrates the ability to communicate effectively, both in writing and verbally, with individuals served and team members, in order to efficiently implement support plans per ISP Team recommendations and service authorization;
 - c. Staff document data that clearly measures the effectiveness of support plans and interventions.

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- 10. The individual stays connected to natural support networks and the life of the community, including the following:**
 - a. The organization has a system in place, including sufficient transportation, to ensure individuals served are supported and provided opportunities to develop and or maintain social connections with family and friends;
 - b. The organization supports individuals to participate in integrated social events and community activities and afford opportunities to develop social roles and build social capital;
 - c. The organization provides individuals with exposure to new activities, events, hobbies, clubs, etc. in order to cultivate new interests and opportunities.
- 11. The organization has systems in place to support continuity and stability of individuals': routines; health and welfare supports; staffing; living arrangements; and general service delivery.**
- 12. The organization ensures that individuals supported in 24-hour living arrangements have current contracts solely with the Regional Center, unless previously authorized by Regional Center administrators (i.e. no combined service populations without Regional Center prior approval).**
- 13. The organization involves individuals served to participate in decision-making processes, including the following:**
 - a. Individuals served are involved in the hiring and evaluation of staff and as opportunities arise for participation in the organization's decision making bodies and processes, e.g. committees, advisory groups, boards, workgroups and in the hiring and evaluation of staff.

ISP Service Authorization of Contract Hours

		Maximum Hours Approved/Month	Rate per Hour**
Residential Support Management (T2017 TG)	TOTAL:		\$18.86/hour
Residential Support Services			
Awake (T2017):			\$18.86/hour
Supplemental Residential Support Hours (T2017):			\$18.86/hour
Sleep (T2017 UJ):			\$11.88/hour
Residential Support Services Hours	TOTAL:	0.00	
*Behavioral Consultation, Training & Intervention (Master's) (96152 HO)			
	TOTAL:		\$84.92/hour
*Behavioral Consultation, Training & Intervention (Bachelor's) (96152 HN)			
	TOTAL:		\$73.84/hour
*Nursing Services (RN)			
	TOTAL:		\$36.73/hour
*Nursing Services (LPN)			
	TOTAL:		\$27.28/hour
*Nursing Annual Assessment/Evaluation (RN) (T1001)	Cost:		\$42.85 (rural)/\$36.73 (urban)
*Non-Medical Transportation (T2003)	Cost:	\$0.00	\$100/mo
*Vehicle	Cost:	\$0.00	varies
TRANSPORTATION		TOTAL:	\$0.00
*Counseling (H0004 or H0004 HQ)		TOTAL:	\$102.28/hour (individual)
*Nutritional Counseling (S9470 or S9470 TN)		TOTAL:	\$56.10/hour (urban)
*Other:		TOTAL:	
Day Habilitation (T2020) (Facility/Community Based Non-Work)		Provider:	Up To 5 Days/Wk
Pre-Vocational (T2014) (Facility Based Work)		Provider:	\$146.22/day
Supported Employment (T2018) (Integrated/Competitive)		Provider:	Up To 5 Days/Wk
Career Planning (T2019)		Provider:	\$146.22 per day
JDT Transportation (Not billable to Waiver if Non-Medical Transportation Authorized Above)	Cost:	\$0.00	Up To 5 Days/Wk
	Provider:		\$31.24/hour
ONE TIME COST:			
Purpose of 1 time cost:			
For the Month of:		Amount of 1 time cost:	varies - need driven
ONE TIME COST:			
Purpose of 1 time cost:			
For the Month of:		Amount of 1 time cost:	varies - need driven

*Authorized amounts that exceed ID/RC Waiver maximum amounts will be funded by Developmental Services.

Effective Date:	
SLA Provider:	
Behavioral Consultation Provider:	
Nursing Services Provider:	
Counseling Provider:	
Nutritional Counseling Provider:	
Service Coordinator:	

Please complete Room & Board information, if required, on second page.

DS REGIONAL CENTER	Name:	
INDIVIDUAL SUPPORT PLAN	Case #:	
	DOB:	
	ISP Date:	

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** Rates are not all inclusive - the amount varies depending on a number of factors such as level of supervision needed and other factors

SUPPORTED LIVING ARRANGEMENT ROOM & BOARD CALCULATIONS

INCOME:

Monthly Individual Resources	Net Amount
Employer:	
Employment	
SSI	
RSDI/SSDI	
Other ()	
Other Benefits (LIHEA)	
Other Benefits (HUD)	
Other Benefits (Food Stamps)	
Other ()	
TOTAL INDIVIDUAL RESOURCES:	\$0.00

ROOM AND BOARD:

Monthly	Expenses	Individual	Other	State
Retained Earnings	\$0.00			\$0.00
Personal Needs	\$178.19			\$178.19
Food	\$222.15			\$222.15
Rent				\$0.00
Utilities				\$0.00
Phone				\$0.00
Individual Travel				\$0.00
Medical				\$0.00
Other (help w/ expenses)				\$0.00
Other ()				\$0.00
TOTAL ROOM & BOARD	\$400.34	\$0.00	\$0.00	\$400.34

**OS REGIONAL CENTER
INDIVIDUAL SUPPORT PLAN**

Name: _____
Case #: _____
DOB: _____
ISP Date: _____

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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) 687-0545 • Fax (775) 687-0573

mmedeiros@adsd.nv.gov

MICHAEL WILLDEN
Director

JANE GRUNER
Administrator

DATE: June 11, 2014

TO: Katrina Nielsen, Budget Analyst
Department of Administration

FROM: Matthew Medeiros, Contracts
Aging and Disability Services Division

THROUGH: Jane Gruner, Administrator
Aging and Disability Services Division

REGARDING: Jobs and Day Training Services Provider Agreement request to be approved to form.

Jobs and Day Training Services are those services provided in a non-residential setting as follows:

Day Habilitation Services include assistance with the acquisition, retention, or improvement in self-help, socialization and adaptive skills that include performing activities of daily living and community living.

Career Planning Services is a person-centered, comprehensive employment planning and support service that provides individuals with assistance in order to obtain, maintain or advance in competitive employment or self-employment.

Pre-vocational Services provides for learning and work experience, including volunteer work, where a Participant can develop general, non-job or task-specific strengths and skills that contribute to employability in paid employment within integrated community settings.

Supported Employment Services consist of the following:

1. Individual Employment Supports are services for Participants who, due to their disability, need intensive, ongoing supports in order to obtain and maintain a job in competitive, customized employment, or self-employment, in an integrated work setting within the general workforce.
2. Small Groups Employment Supports are services and training activities provided in regular business, industry and community settings with two (2) to eight (8) workers with disabilities.
3. Customized Employment provides the opportunity for individualizing the employment relationship between employees and employers in ways that meet the needs of both. It is based on an individualized determination of the strengths, needs and interests of the person with disabilities and is also designed to meet the specific needs of the employer. Customized employment assumes the provision of reasonable accommodations and support necessary to perform the functions of a job that is individually negotiated and developed.

RECEIVED

JUN 20 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

Please don't hesitate to contact me if you have any questions regarding this request.

Matthew Medeiros
Aging and Disability Services Division-Contracts
Phone (775)-687-0545

Las Vegas Regional Office
1860 E Sahara Ave.
Las Vegas, Nevada 89104
(702) 486-3545
(702) 486-3572 Fax

Reno Regional Office
445 Apple St., Ste. 104
Reno, Nevada 89502
(775) 688-2964
(775) 688-2969 Fax

Elko Regional Office
1010 Ruby Vista Dr., Ste. 104
Elko, Nevada 89801
(775) 738-1966
(775) 753-8543 Fax

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

Jobs and Day Training Services

 6/13/14

Jane Gruner Date

Administrator, Aging and Disability Services Division
Title

for  6/19/14

Michael J. Willden Date

Director, Department of Health and Human Services
Title

Approved as to form by:

 6/12/14

Attorney General's Office Date

Senior Deputy Attorney General
Title

APPROVED BY BOARD OF EXAMINERS

Signature-Board of Examiners

Date

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Jobs and Day Training Services

This Agreement between State of Nevada, Department of Health and Human Services, Aging and Disability Services Division, (hereinafter called Division) and the undersigned Provider or Provider Group and its members (hereinafter called Provider) is dated as set forth below per the Scope of Work (Attachment A); 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 Participants (hereinafter Participants) receiving services from the Division. On its effective date, this Provider Agreement supersedes and replaces any existing contracts between the parties related to the provision of Services to Participants. 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, Provider Standards, certification requirements 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.
2. To operate and provide services to Participants 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 provide services in accordance with the terms, conditions and requirements of the Home and Community Based Waiver for Individuals with Intellectual Disabilities and Related Conditions and Title XX as applicable.
5. To operate and provide services in an integrated community setting and in a manner that facilitates the Participant's choices and right to decision making; protects rights; promotes and supports personal goals and desires through active participation in the Individual Support Plan process with systems for effective measurement of outcomes towards achievement of goals; and maximizes opportunities for Participants to fully integrate in the broader community with full access to services, social, faith-based and civic activities to the same degree as afforded to the general public.
6. To be enrolled and be a Provider in good standing, including maintaining required training and criminal clearance checks for all employees and contractors, as a Medicaid Provider (Type 38) and accurately and timely bill for allowable Medicaid services.

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Jobs and Day Training Services

7. To report all incidents of denials of rights; abuse, neglect and/or exploitation and provide notifications on the use of restrictive interventions that occur with Participants to the Regional Centers in accordance with Division certification requirements, policy and procedures.
8. To provide to the Regional Centers, a report of any instance of Medicaid fraud or abuse in accordance with Division certification requirements, policy and procedures.
9. To obtain and maintain all licenses, permits, certification, registration and authority necessary to do business and render services 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 to the Division at the time of each license/certification renewal.
10. To comply with the Provider certification requirements to conduct initial and every five years thereafter, state and federal criminal clearance checks for any employee, contractor and/or leaders of an organization and comply with the Nevada Medicaid Chapters 100 and 2100 Home and Community Based Waiver for Persons with Intellectual Disability and Related Conditions as well as crimes listed under NRS 449.174 when making hiring determinations or contracting with Participants or entities.
11. 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, but no less than annually, check the OIG website to determine the participation/exclusion status of current employees and contractors.
12. To submit accurate, complete and timely claims based on prior authorization and actual services provided.
13. To conduct business in such a way that the Participant is afforded freedom of choice of Provider, services and supports.
14. To ensure the organization has a system in place to protect against duplicate billing within and outside of the agency's service delivery system (e.g. Behavioral Health Services, Psychosocial Rehabilitative Services, Personal Care Attendant Services, etc.).
15. To exhaust all appeals processes prior to initiating any litigation against the Division.
16. To provide for adequate insurance coverage for any business liability and/or professional acts or omissions pursuant to this Agreement (Refer to Attachment C). To the fullest extent permitted by law, Provider shall indemnify, hold harmless and defend, not excluding the Division's right to participate, the Division 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
17. That by signing this Agreement, Provider certifies that neither it nor its principals are

**Provider Agreement
State of Nevada
Department of Health and Human Services
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Developmental Services Regional Centers**

Jobs and Day Training Services

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.

18. 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.
19. 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.
20. 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 (Attachment B) (which upon execution shall be incorporated into this Agreement).
21. No Services may be provided to a Participant, 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

**Provider Agreement
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Developmental Services Regional Centers**

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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.

22. Provider will furnish certificates of insurance or written evidence of self-insurance.
ATTACHMENT C INSURANCE SCHEDULE

23. 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. Provider agrees to provide ongoing, authorized services to a Participant until the termination date of the contract.
- b. Division 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 Division 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 Division 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. In the case of a report of abuse, neglect, or exploitation by Provider staff that was substantiated by the Developmental Services Regional Center or law enforcement agency, this agreement may be terminated immediately.
- d. Division Termination For Default. The Division may terminate this agreement immediately when the Division receives notification or determines that the Provider no longer meets the professional credential and/or licensing and/or certification and/or insurance requirements.
- e. 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:
 - 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;

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- The Provider shall work collaboratively with the Division during transition, provide current, written service status summaries for each Participant; Participant property inventories, medication logs and medication inventory; and if Provider is the representative payee, provide a financial accounting on the status of the Recipient's funds, including disposition of any unused funds within 5 business days of termination.
 - Provider shall preserve, protect and promptly deliver into State possession all proprietary information owned by the State, if any.
 - Provider shall protect the confidentiality of all Participant records.
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.

24. Reimbursement:

1. The Division will provide reimbursement payment for authorized and timely claimed

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services provided to qualified Recipients by the enrolled Provider, for any such services actually and properly rendered by the Provider in accordance with Division statutes, regulations, administrative policies and procedures, Participant service plans and service authorizations unless direct billing to Medicaid has been established for certain Participants. The Division's reimbursement rates may vary over the term of this Agreement and must conform to the established reimbursement rates in force at the time the service was provided with respect to the Division'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. The Provider agrees to reimburse the Division for payments that are not verified by Provider documentation.
3. Timeliness of billing is of the essence to the Agreement and recognition that the Division is on a fiscal year. All billings must be submitted within 30 days of the provision of services. Billings for services provided between June 1st and the 30th must be submitted to the Division no later than the first Friday in August of the same calendar year. All billing submitted late, which forces the Division to process the billing as a stale claim pursuant to NRS 353.097, will subject the Provider 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 Division of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Provider.
4. The Provider, whether direct billing to Medicaid or the Division, agrees to pursue the Participant's other medical insurance and resources and take all steps necessary to maintain eligibility for third party benefits prior to submitting a claim for service to the Fiscal Agent. This includes but is not limited to Medicare, Medicaid, private insurance, Recipient co-payments, medical benefits provided by employers and unions, worker compensation and any other third party insurance. Failure to do so will result in reimbursement deductions equal to the amount of loss of the participant's applicable benefits.
5. 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 the service authorization, as delineated in the ISP. 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.
6. Provider agrees excess payments beyond authorized reimbursement to a Provider may be deducted from future payments.
7. 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.

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25. Notices:

1. 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) business days of any of the following:
 - a. 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.
 - b. Change in corporate entity, servicing locations, mailing address or changes to key personnel or any other information pertinent to the operations and / or provision of services.
 - c. When there is a change in Provider business ownership, the new Provider must meet requirements for, at a minimum, provisional certification and adhere to Provider Standards. Existing Participant records must be kept confidential, and cannot be given to the new Provider until a new agreement with the Division has been fully executed. Existing service authorizations become void upon ownership change and must be renegotiated with the Division. In order to do so, the Division must be apprised of the change in ownership at least ninety (90) days in advance in order to assess certification status, agreement requirements and capability of the new owner to meet Participant service needs. Full disclosure of the terms of the sale must be provided to the Division.

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26. 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, Building D-132
Carson City, NV 89706
Phone: 775-687-0545
Fax: 775-687-0573

Provider
Name: _____
Address: _____
Phone: _____
Fax: _____

Authorized Signature
Aging and Disability Services Division

Print Name

Administrator
Title

Date

Authorized Signature

Print Name

Print Title

Date

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**ATTACHMENT A
SCOPE OF WORK**

This document is attached hereto and incorporated into the Provider Agreement, which is active and in force at the time of the execution of this Agreement for:

Provider Name (Organization/Service Provider)

The purpose of this Agreement is to establish the obligations, expectations, and relationship between the Aging and Disability Services Division and the Provider to ensure quality Jobs & Day Training services are made available to eligible Participants in accordance with the federal requirements in the Home and Community Based Waiver for Individuals with Intellectual Disabilities and Related Conditions (HCBS) and Division policies. The Provider has represented to the State Aging and Disability Services Division, the ability to provide Jobs & Day Training Services as defined in HCBS regulations, Division certification requirements and Provider Standards and policy as of the effective date of this Agreement.

1. Definitions

- a. **Jobs & Day Training Services:** The service Provider has been certified by Developmental Services within the Aging and Disability Services Division for the provision of Jobs & Day Training Services, defined as:
 - i. Day Habilitation Services are regularly scheduled activities in a non-residential setting, separate from the participant's private residence or other residential living arrangement. Services include assistance with the acquisition, retention, or improvement in self-help, socialization and adaptive skills that include performing activities of daily living and community living. Activities and environments are designed to foster the acquisition of skills; building positive social behavior and interpersonal competence, greater independence and personal choice. Services are furnished are identified in the Participants ISP.

Day Habilitation services focus on enabling the participant to attain or maintain his or her maximum potential and shall be coordinated with any needed therapies in the Participant's person-centered services and support plans, such as physical, occupational, or speech therapy. Day Habilitation may not provide for the payment of services that are vocational in nature; for the primary purpose of producing goods or performing services.

Day Habilitation services may also be used to provide supported retirement activities. As some participants get older they may no longer desire to work and may need supports to assist them in meaningful retirement activities in their community. This might involve altering schedules to allow for more time throughout the day, or supports to participate in hobbies, clubs and senior-

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related activities in the community.

- ii. Career Planning Services is a person-centered, comprehensive employment planning and support service that provides individuals with assistance in order to obtain, maintain or advance in competitive employment or self-employment. It is time limited and focuses on engaging a participant in identifying a career direction and developing a plan for achieving competitive, integrated employment with pay at or above the state's minimum wage.

The outcome for this service is having a participant's documented, stated career objective and plan in order to guide employment supports. Services include planning for sufficient time and experiential learning, opportunities to allow for appropriate exploration, assessment and discovery processes for learning about career options, as well as the participant's skills and interests. Career planning may include informational interviewing, job tours, job shadowing, community exploration, community and business research, benefit supports, job preference inventories, situational and community-based assessments, job sampling, training and planning, as well as assessments for the use of assistive technology in the workplace to increase independence.

- iii. Pre-vocational Services: This service provides for learning and work experience, including volunteer work, where a Participant can develop general, non-job or task-specific strengths and skills that contribute to employability in paid employment within integrated community settings. Services are expected to occur over a defined period to time and with specific outcomes to be achieved, as identified in the Participant's Individual Support Plan (ISP).

Participants receiving prevocational services must have employment-related goals in their person-centered ISP; the general habilitative activities must be designed to support such employment goals. Competitive, integrated employment in the community for which a Participant is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals without disabilities, is considered to be the optimal outcome of prevocational services.

Prevocational services shall enable each individual to attain the highest level of work in the most integrated setting and with the job matched to the individual's interests, strengths, priorities, abilities and capabilities, while following applicable federal wage guidelines. Services are intended to develop and teach general skills. Examples include, but are not limited to: an ability to communicate effectively with supervisors, co-workers and customers; generally accepted community workplace conduct and dress; an ability to follow directions; an ability to attend to tasks; workplace problem solving skills and strategies; and workplace safety and mobility training.

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Prevocational services are designed to create a path to integrated, community-based employment for which a Participant is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by Participants without disabilities.

iv. Supported Employment consists of the following services:

- 1) Individual Employment Support are services for Participants who, due to their disability, need intensive, ongoing supports in order to obtain and maintain a job in competitive, customized employment, or self-employment, in an integrated work setting within the general workforce for which the Participant is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by Participants without disabilities.

The outcome for this service is for a Participant to obtain sustained employment, paid at or above minimum wage, in an integrated setting within the general workforce that meets personal and career goals. Supported employment is individualized and may include any combination of the following services: vocational, job-related discovery or assessment, person-centered employment planning, job placement, job development, negotiation with prospective employers, job analysis, job carving, training and systematic instruction, job coaching, benefit supports, training and planning, transportation training, asset development and career advancement services, and other workplace support services not specifically related to job skill training that enable the Participant to be successful in an integrated work setting.

- 2) Small Groups Employment Supports are services and training activities provided in regular business, industry and community settings with two (2) to eight (8) workers with disabilities. Examples include mobile crews, and other businesses employing small groups of Participants with disabilities, for work within the community. Small group employment supports must be provided in a manner that promotes integration in the workplace and interaction between Participants and people without disabilities within those workplaces.

The outcome of this service is for Participants to obtain sustained, paid employment and work experience leading to further career development and integrated, community-based employment for which an Participant is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the

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employer for the same or similar work performed by Participants without disabilities. Small group employment does not include vocational services provided in a facility-based work setting.

Small group employment supports may include any combination of the following services: vocational, job-related discovery or assessment, person-centered employment planning, job placement, job development, negotiation with prospective employers, job analysis, training and systematic instruction, job coaching, benefit supports, training and planning, transportation training, career advancement services, and other workplace support services not specifically related to job skill training that enable the participant to be successful in an integrated work setting.

- 3) Customized employment is another approach to supported employment. Customized employment means individualizing the employment relationship between employees and employers in ways that meet the needs of both. It is based on an individualized determination of the strengths, needs and interests of the person with disabilities and is also designed to meet the specific needs of the employer. Customized employment assumes the provision of reasonable accommodations and support necessary to perform the functions of a job that is individually negotiated and developed.

2. Administration:

The Provider agrees:

- a. To maintain documentation in the file of each Participant receiving this service verifying that the service is not available under a program funded under section 110 of the Rehabilitation Act of 1973 or the IDEA (20 U.S.C. 1401 et seq.).
- b. To participate fully and actively in Division required performance improvement activities.

3. Service Goals:

The Provider agrees to:

- a. Provide activities and environments that are designed to foster the acquisition of skills, greater independence and personal choice.
- b. Provide training and supervision for the Participant to increase or maintain his/her socialization and adaptive skills to reside and participate successfully in his/her own community.
- c. Develop positive relationships and support for Participants and their families, as applicable.

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- d. Provide opportunities for Participants to interact socially with family, friends, and the community at large, including providing information regarding and facilitating access to community resources.
- e. Assist the Participant in developing skills to achieve and maintain a quality of life that promotes their vision of the future.
- f. Provide opportunities for Participants to be involved in meaningful age-appropriate activities and experience new activities.
- g. Support Participants in developing skills, abilities and behaviors that will enable them to most fully realize their vocational aspirations and support their transition into a more integrated employment setting if they desire.
- h. Remain abreast of current and future employment trends and modify its course offerings to reflect those trends and changes.
- i. Provide Participants with gainful, productive and paid work.
- j. Support Participants in developing skills, abilities and behaviors that will enable them to most fully realize their vocational aspirations and support their transition into a more integrated employment setting if they desire.
- k. Assist the Participant in finding/obtaining a job and to provide direct support to enable the service recipient to develop positive work-related habits, attitudes, skills and work etiquette directly related to their specific employment, as well as assisting the Participant to become a part of the informal culture of the workplace.
- l. Implement and monitor a person-centered plan that is supported by a specific assessed need and optimizes individual initiative, autonomy, and independence in making life choices. This plan will minimally consist of the following focuses: a common understanding of the Participant from a strengths/needs perspective; developing a shared vision of the future that reflects a shared commitment for a quality life for the Participant; a listing of the opportunities and obstacles for reaching that vision; and a review process for checking process over time.
- m. Provide positive behavioral supports based on the needs of the participant and as documented in the ISP.
- n. Assure that Participants' rights are supported and protected.
- o. Assure that due process is properly followed.

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4. Service Requirements, Limits and Restrictions:

- a. The setting for service provision is integrated in and supports access to the greater community; provides opportunities to seek employment and work in competitive integrated settings, engage in community life, and control personal resources; ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid home and community-based services.
- b. Participants who receive Job & Day Training services may receive two or more types of Jobs & Day Training Services; however, different types of Jobs & Day Training Services may not be billed during the same period of the day.
- c. Day Habilitation Jobs & Day Training Services may not provide for the payment of services that are vocational in nature; for the primary purpose of producing goods or performing services.
- d. A Participant's ISP may include two or more types of non-residential habilitation services.
- e. Services may include transportation provided between habilitation sites as a component of habilitation services as described in the ISP.
- f. When supported jobs and day training services are provided at a work site where persons without disabilities are employed, payment is made only for the adaptations (i.e. supervision and training required by Participants receiving waiver services as a result of their disabilities) but does not include payment for the supervisory activities rendered as an ordinary part of the business setting.

5. Service Utilization

- a. Jobs and day training services must be provided individually, in accordance with the ISP. Any change in the type of jobs and day training services provided to a Participant must be pre-authorized before any changes can be made.
- b. The Provider will not bill for jobs and day training services when the Participant is hospitalized or residing in a skilled nursing facility, rehabilitation facility, convalescent home or other institutional setting without obtaining prior authorization from the Clinical Program Manager II or designee.
- c. Provider agrees to conform to Department of Labor Standards concerning payment of Special Minimum Wages if providing jobs and day training services.
- d. Provider agrees to meet requirements if payment is pursuant to JDT staffing ratios.

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- e. Two types of services will not be delivered or billed concurrently. Participants can receive two types of jobs and day training services at different times within a given day, week, or month.
- f. Day habilitation services are provided in a Provider owned or leased community setting which meets regulatory and Regional Center certification requirements.
- g. Day habilitation program utilization varies by Participant. Typical programs operate during the weekday, Monday through Friday, and program sites are generally open during typical work day hours, except for holidays.
- h. Jobs and day training services are recommended for Participants that are 18 years of age or older. However, this service may be provided to a Participant under the age of 18 years but no younger than age 16 years if an assessment of need has been made, an analysis of the current Participant population at the desired work setting has been conducted and determined appropriate, is specified in the ISP and prior authorization has been granted from the Clinical Program Manager II or designee.
 - a. If a Participant is a minor, age 16 years or older, participation in a jobs and day training service excludes certain activities in accordance with NRS 609.230 (Employing or permitting minor to work as messenger: Limitations).
 - b. Work permits for Participants under the age of 18 years are not required by the Division, however, verification is required regarding county mandates for minors residing within their jurisdiction prior to the initiation of these services.
- i. The Participant's ISP will determine actual utilization of jobs and day training services and reauthorization if recommended by the Participant's ISP team and approved by the Clinical Program Manager II or designee. The ISP shall specify a fade-out process of services.

6. Recordkeeping and Reporting Requirements (Refer to Attachment D for additional Provider standards regarding recordkeeping requirements.)

- a. The JDT Provider must, as appropriate, maintain a copy of the ISP, habilitation and behavioral plans on file and make it available to the Participant, their legal representative and/or Division upon request.
- b. The JDT Provider must maintain and submit the following documentation to the Regional Center, Participant and/or their legal representative within the timeframes established by the Regional Center and Division:
 - i. Quarterly Reports
 - ii. Attendance Sheets
 - iii. Daily Logs
 - iv. Serious Incident Reports
 - v. Restraint and Denial Reports
 - vi. Investigation Reports

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- c. The JDT Provider must maintain records to substantiate all services delivered and billed.
- d. The JDT Provider must maintain data that demonstrates full compliance with all programmatic and contractual requirements of the Division.

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ATTACHMENT B

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

The Department of Health and Human Services
Herein after referred to as the "Covered Entity"

and

Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

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

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

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

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

- I. **DEFINITIONS. The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.**

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1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
3. **Covered Entity** shall mean the HIPAA covered components of the Department listed above (Aging & Disability Services, Child and Family Services, Division of Public and Behavioral Health, Division of Health Care Financing & Policy) and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
4. **Parties** shall mean the Business Associate and the Covered Entity.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
 - e. Electronic, including e-mail and faxed transmissions shall be reserved only for situations when physical separation and the need for rapid response make it impractical to use a more secure means of communication.
 - i. Email containing protected health information must be encrypted.
 - ii. To fax protected health information the sender is required to:
 - 1) Verify the fax phone number prior to sending;
 - 2) Ensure that the recipient is an authorized recipient and is on site to receive the fax;
 - 3) Use a fax coversheet that contains a privacy warning;
 - 4) Ensure no protected health information is included on the fax coversheet;
 - f. Thumb drives, memory sticks or flash drives must not be used to store protected health information.
 - g. Protected health information mailed using the U. S Postal Service, FedEx, UPS or other company, must be sent by traceable means.
 - i. Outgoing mail must contain a coversheet that contains a privacy warning;
 - h. Except in emergency or urgent situations, protected health information shall not be discussed or texted on cell phones or other wireless communication devices due to vulnerability of unauthorized interception.
 - i. Leaving voice mail messages must not include protected health information.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the

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Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.

5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to HIPAA Regulations, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a

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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 creates, receives or maintains, 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 by Business Associate of HIPAA Regulations 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 HIPAA Regulations.
- 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 Regulations.
- 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 creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
- 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; 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.

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- 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 HIPAA Regulations.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

1. Permitted Uses and Disclosures:

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

2. Prohibited Uses and Disclosures:

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

IV. OBLIGATIONS OF THE COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.

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3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION

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

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** 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:

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- a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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

COVERED ENTITY

Department of Health and Human Services

3416 Goni Road Building D Suite #132

Carson City, NV 89706

(775) 687-0545

(775) 687-0573

Authorized Signature

Aging and Disability Services Division

Administrator

Date

BUSINESS ASSOCIATE

Business Name

Business Address

City, State and Zip Code

Business Phone Number

Business FAX Number

Authorized Signature

Print Name

Title

Date

Revised 07/13

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**ATTACHMENT C
INSURANCE SCHEDULE**

I. INDEMNIFICATION CLAUSE:

Contractor (also known as Provider) shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

II. INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

1. Minimum Scope And Limits Of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

a. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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- i. General Aggregate \$2,000,000
 - ii. Products – Completed Operations Aggregate \$1,000,000
 - iii. Personal and Advertising Injury \$1,000,000
 - iv. Each Occurrence \$1,000,000
- b. *Individual (also known as host homes) Providers (those who do not have employees, are not incorporated, nor an LLC) may have minimum requirements of \$100,000 Each Occurrence with \$300,000 General Aggregate. The crime coverage does not apply.
- c. The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.
- d. *Criteria for Providers' Exemption from Physical and Sexual Abuse and Molestation coverage follows. The Provider must be certified as an Individual Provider (no employees, not incorporate, nor an LLC).
 - i. Procedures to request Waiver of Insurance Requirement of Physical/Sexual Abuse and Molestation follows:
 - 1. The Provider must submit a completed Request to Waive the Requirement for Physical and Sexual Abuse and Molestation (DS-LC-03) form to the Regional Center Quality Assurance Unit.
 - 2. The Participants support term must review the request and determine whether or not the Provider meets the waiver requirements of the exemption criteria.
 - 3. The request must also be approved by the Clinical Program Manager II.
- e. The waiver must be renewed at least annually.
- f. Any changes in status of the exemption criteria of the approved request to Waive the Requirement for Physical and Sexual Abuse and Molestation form must be promptly reported to the assigned Regional Center service coordinator and Quality Assurance unit.
- g. 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".
- h. Crime Coverage has additional specifications for those contracts where Providers are involved in providing extensive in-home services.

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- i. This coverage would be necessary to protect the Participant's loss of valuables or property.
- ii. Crime policies shall be endorsed to include third party fidelity coverage and list the State of Nevada and the state's Participants as Loss Payee.
 - 1. The Provider is not paid to provide intimate personal care, showering or bathing, toileting, incontinence care of full assistance with dressing);
 - 2. If the Participant lives in the Provider's home (family member, host home or Intensive supportive living arrangements), the Provider will agree to background checks (State and FBI) for all other adults living in the home.

i. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

- i. Combined Single Limit (CSL) \$1,000,000
- ii. 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".

j. *Worker's Compensation and Employers' Liability

- i. Workers' Compensation Statutory Employers' Liability
- ii. Each Accident \$100,000
- iii. Disease – Each Employee \$100,000
- iv. Disease – Policy Limit \$500,000
- v. Policy shall contain a waiver of subrogation against the State of Nevada.

This requirement shall not apply to individual Providers (those who do not have employees, are not incorporated, nor an LLC) when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

k. *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.

- i. Each Claim \$1,000,000
- ii. Annual Aggregate \$2,000,000
- iii. In the event that the professional liability insurance required by this

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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.

This requirement shall not apply when a contractor or subcontractor is not licensed and not required to be licensed to provide jobs and day training services.

III. 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.

IV. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to State of Nevada, Dept of Health and Human Services, Aging and Disability Services Division, 3416 Goni Road, Suite D-132, Carson City, NV 89706, Attention Contracts.

V. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VII. VERIFICATION OF COVERAGE: Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Page 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.

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All certificates required by this Contract shall be sent directly to State of Nevada, Dept of Health and Human Services, Aging and Disability Services Division, 3416 Goni Road, Suite D-132, Carson City, NV 89706, Attention Contracts. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

VIII.SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

IX. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

For those contracts where Providers are involved in providing extensive in-home services, we have also included additional specifications for crime coverage. This coverage would be necessary to protect the client's loss of values or property. Crime policies shall be endorsed to **include third party fidelity coverage** and list State of Nevada and the state clients' as **Loss Payee**.

XI. PROFESSIONAL SERVICE AGREEMENTS

Professional Contracts – Working with Children/Elderly or Disabled Persons

Many professional services involve working with or caring for children, the elderly, physically or developmentally disabled people. When these clients are in the care, custody or control of the contractor it creates an additional risk of liability for the State because of the severe and sensitive nature of the possible allegations of wrong-doing.

When services involve working with these groups of individuals, the insurance requirements in the contract must be revised to include coverage for **"sexual molestation and physical abuse"**. Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, contractors whose services include working with and/or caring for children and disabled persons shall have their policies specifically endorsed to include this coverage.

In addition to the standard requirements of general liability, automobile liability, professional liability and workers' compensation insurance, the specifications included in this section also require coverage for sexual molestation and physical abuse.

For those contracts where Providers are involved in providing extensive in-home services, we have also included additional specifications for crime coverage. This coverage would be necessary to protect the client's loss of values or property. Crime policies shall be endorsed to **include third party fidelity coverage** and list State of Nevada and the state clients' as **Loss Payee**.

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Below is a reference checklist for your required insurance coverage:

VERIFICATION OF COVERAGE: Contractor shall furnish the State with certificates of insurance "(ACORD" form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf

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Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

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Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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***Worker's Compensation and Employers' Liability** refer to specific exemptions page 26 j

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

☐

***Professional Liability (Errors and Omissions Liability)** refer to specific exemptions page 26 k

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
Annual Aggregate	\$2,000,000

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***Sexual molestation and physical abuse** refer to specific exemptions page 25 b

\$100,000

☐

*** Fidelity Bond or Crime coverage** refer to specific exemptions page 25 d

\$100,000

☐

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 Provider's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Independent Provider's Signature

Date

Title

Signature-State of Nevada

Date

Title

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ATTACHMENT D

PROVIDER STANDARDS

Jobs and Day Training Provider Standards

A. General Administrative

- 1. The organization maintains required business documents, including:**
 - a. State business license and/or exemption from the Secretary of State's Office;
 - b. Local business licenses, as applicable;
 - c. General Liability Insurance;
 - d. Worker's Compensation Insurance;
 - e. Insurance against Crime/Employee Dishonesty;
 - f. Insurance against Physical/Sexual Abuse and Molestation as applicable;
 - g. Auto Insurance and Vehicle Registration as applicable;
 - h. Articles of Incorporation and current listing of board of directors, as applicable;
 - i. All other incorporated organizations must provide proof of incorporation (to include fictitious business name or DBA status) as applicable;
 - j. Responsible to assure notification to Regional Center of changes to key organization staff and/or financial status.
- i. The organization has a system in place to routinely assess its financial solvency.**
 - a. For agencies with \$1,000,000.00 of revenue or greater, the Provider performs external audits in accordance with Generally Accepted Auditing Principles (GAAP).
 - b. For agencies with less than \$1,000,000.00, the Provider will be able to furnish an annual financial statement that consists of a balance sheet, income statement, and statement of cash flows within 120 days after the fiscal year.
 - c. The organization reviews their finances to ensure sufficient capital for working operations based on current contracts and expenses.
- ii. Provider maintains current written policies meeting Developmental Services (DS) standards that are pertinent to Provider agency operations and congruent with DS and Regional Center policies and procedures. Minimal requirements include the following:**
 - a. Abuse and Neglect, to include whistle-blower clause;
 - b. Incident Management and Reporting;
 - c. The organization has clear procedures for reporting alleged abuse and/or neglect;
 - d. The organization has clear and effective procedures addressing protections from self-abuse, and abuse and exploitation between individuals served;

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- e. The organization has clear guidelines on what constitutes a reportable incident that is congruent with DS Regional Center policy;
 - f. Disaster Planning, to include contingency planning for business continuity;
 - g. Positive Behavioral Supports;
 - h. Human Resources Policies to include: recruitment, hiring, orientation, ongoing staff development, performance feedback, complaint process, disciplinary procedures, volunteers, interns, and job descriptions for all positions;
 - i. Professional Conduct;
 - j. HIPAA/Confidentiality;
 - k. Financial Accountability (billing and management of individuals' payroll);
 - l. Conflict of Interest Policy, including nepotism;
 - m. Academic Research Protections, as applicable;
 - n. The organization has policy/protocol which limits an individual staff member's overtime usage (hours/day; hours/week; hours/month).
- iii. **The organization maintains current procedures meeting DS standards that are pertinent to Provider agency operations and congruent with DS and Regional Center policies and procedures. Minimal requirements include the following:**
- a. Supporting Personal Rights and Responsibilities, to include Due Process for Rights Restrictions;
 - b. Health Care Supports, to include Routine and Emergency Medical and Medication Supports for Individuals Served;
 - c. Infection Control and Standard Precautions;
 - d. Quality Assurance and Improvement Practices (designed to support compliance with standards and consistency in practice);
 - e. Record Protection, Retention and Maintenance;
 - f. Service provision, including assessment and initiation of services, establishment of work rules, suspension or termination of employment/services and for transferring individuals between work sites;
 - g. Complaint/Grievance Policy and Procedure for individuals served.
- iv. **The organization has a system to ensure safe transportation of Participants receiving services by employees of the organization including the following:**
- a. Proof of current vehicle insurance and current Nevada registration is on file for both organization and personal staff vehicles used for transportation of Participants served;
 - b. The organization has a system in place to ensure that all (organization and employee) vehicles used for transportation of Participants are in sound and safe operating condition with documentation maintained on file;
 - c. Employees who transport Participants must have a current copy of their Nevada driver's license maintained on file.
- v. **The organization employs Fair Labor Standards. If applicable, the organization maintains a U.S. Department of Labor Certificate.**

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- a. If the organization pays 'special-minimum wages', a special certificate authorizing the employment of workers is required to comply with the Special Minimum Wage Rates under Section 14c of the Fair Labor Standards Act
 - b. The organization has the documentation for Participants' wages, including wage determinations, accurate time studies, prevailing wages studies and re-determination and monthly reporting of earnings. All records of payroll for Participants include computation for determining the rate of pay. New *prevailing wage survey* must be conducted at least every 12 months or when there is a change in minimum wage. Time studies are to be completed at least every 6 months for Participants paid at an hourly rate or when there is a change in their job or the prevailing wage. Time studies are completed for Participants' paid piece work rate when there is a change in the way the job is completed or in the prevailing wage.
 - c. Participants are paid in a timely and appropriate manner, as per organization's pay schedule.
 - d. Participants are compensated per 14(c) of the Fair Labor Standards Act for down time and travel time.
- vi. The organization has a system in place to secure, protect and maintain a separate record for each Participant receiving services including the following:**
- a. Records are maintained and retained according to DS Regional Center and Medicaid policy;
 - b. Records are secured and protected from misuse and breach of privacy;
 - c. Direct Support staff have immediate access to Participants' records, as needed, to perform their support duties.
- vii. The organization has a process to ensure timely and professional communication and interactions with outside Support Team Members (including other Providers, family, guardians, DS Regional Center, emergency medical teams, Providers of health care etc.) including the following:**
- a. The organization ensures that necessary information (program modifications, health and safety precautions, etc.) is communicated to appropriate people or organizations to ensure quality and continuity of services;
 - b. Staff evidence training and demonstrate effective, responsive and professional interactions with Regional Center staff and support team members.
- viii. The organization has a system in place to ensure accuracy in billing for Jobs and Day Training Agreements with DS Regional Center including the following:**
- a. The organization has an effective system and procedure for submittal of billing invoices with substantiating documentation, including daily records signed by the Participant and staff, available for review;
 - b. The organization has a well-developed system to monitor service agreements/contracts and provide staffing numbers that meet authorized staffing ratios and supervision needs of Participants as outlined in the ISP;

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- c. The organization has a system in place to protect against duplicate billing within and outside of the agency's service delivery system (e.g. DETR, Public School System, grants, etc.).

B. Personnel

- 1. The organization has a system and process for assessing employee performance and providing feedback to employees related to their job description, including the following:**
 - a. The organization maintains a copy of employee's signed and dated job descriptions which are reflective of essential functions of the duties they perform;
 - b. Job descriptions include qualifications required for the position;
 - c. The organization has a system for providing employees with feedback which reflect pertinent and current information related to strengths and identified staff development needs based on supervisory monitoring and input from Participants supported by the employee.
- 2. The organization obtains and checks references on all employees (including re-hires and transfers), subcontractors, volunteers and interns prior to hire, including the following:**
 - a. Personnel records have evidence of 3 positive reference checks prior to hire (signed and dated by person completing form) with no more than one being a personal reference. For applicants without sufficient employment history, or for whom the employer agency will not provide a reference, the organization's director may approve acceptance of alternate reference sources such as school teachers, civic or faith-based organization leaders, or other additional personal references. Attempts to obtain professional references must be maintained on file along with the director's approval to accept alternate references.
- 3. DS Employee Application Supplemental Questions completed and on file for each employee (effective for all hires after 3/1/10).**
- 4. The organization ensures that employees hired for Direct Support services are at least 18 years of age and have a H.S. diploma or equivalent.**
- 5. The organization completes criminal clearance checks for all employees (including re-hires and transfers), subcontractors, volunteers, interns, and, as applicable, officers and chief operating officers, including the following:**
 - a. Fingerprint cards are submitted for State and FBI background checks within 7 days of hire and every 5 years of employment thereafter, and the findings of the checks are maintained;
 - b. Employees with convictions of disqualifying offenses (as listed in NRS 449.174) or where charges are pending, and/or disposition status is "unknown", are not allowed to work in direct contact with Participants served by the DS Regional Center;

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- c. "Office of Inspector General (OIG) List of Excluded Participants and Entities" is checked prior to hire and rechecked on a schedule established by the organizations policy and procedure.
- 6. Employees have appropriate and current credentials for their positions (Nurses, Behaviorists, etc.). The organization must retain copies of current licensure and certifications on file including the following:**
 - a. CPR/First Aid Certification must be completed within 30 days of hire. Certification must be maintained through an accredited and approved course i.e. American Red Cross, American Heart Association or the equivalent. (Note: Staff must maintain current CPR/First Aid certification in order to work independently with Participants served, and certification must have been acquired through classroom training);
 - b. Crisis Intervention Certification in an approved program is required for any employee who is likely to utilize restraint procedures. The organization must provide evidence of adherence to stipulations or standards of training as established by the approved program, i.e. CPI, MANDT, SOARS, etc. An approved program requires national recognition and evidence of annual review and update of curriculum based on best legal/behavioral/ethical practices for standards of care. This evidence is available on the organization's website or in it's printed documentation. (Note: Only staff with current certification in an approved program may implement any type of restraint use.)
- 7. Each employee, volunteer, and intern has a training record that documents orientation and annual training attendance, including: name and signature of instructor; date of training; number of hours; topic or subject; and employee signature.**
- 8. Each employee, volunteer, and intern must complete orientation training within 90 days of hire and prior to working independently with Participants. Orientation training must include the following:**
 - a. Developmental Disabilities;
 - b. Abuse, Neglect and Exploitation;
 - c. Incident Reporting;
 - d. Personal Rights/Responsibilities, Dignity and Respect, and Due Process (including Human Rights Committee oversight);
 - e. Disaster and Emergency Preparedness (to include: fire evacuation, use of fire extinguishers; emergency protocols, etc.);
 - f. Medical Supports and Identifying and Managing Medical Emergencies (including topics meeting specialized needs of Participants the organization serves, i.e. medically fragile, aged);
 - g. Medication Supports;
 - h. Standard Precautions and Infection Control, to include Safe Food Handling;
 - i. ISP Planning, Person Centered Goals, Plan Implementation, and Reporting on Progress;

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- j. HIPAA and Confidentiality;
- k. Handling Conflict and Complaints/Grievance Procedures (for both employees and Participants served);
- l. Positive Behavior Approaches and Supports;
- m. Ethics, Boundaries and Professional Behavior;
- n. Documentation and Billing Requirements;
- o. "Hands-on" job orientation specific to the assigned work site's routine and special needs of Participants the staff will be supporting.

Note: Volunteers, interns, and subcontractors will have evidence of training in areas specific and pertinent to their roles and functions.

- 9. Each employee, volunteer, and intern must complete annual training to include:**
- a. Abuse, Neglect and Exploitation;
 - b. Incident Reporting;
 - c. Personal Rights/Responsibilities, Dignity and Respect, and Due Process (including Human Rights Committee oversight);
 - d. Disaster and Emergency Preparedness (to include: fire evacuation and use of fire extinguishers; emergency protocols, etc.);
 - e. Medical Supports, and Identifying and Managing Medical Emergencies (including topics meeting specialized needs of Participants the organization serves i.e. medically fragile, aging);
 - f. Medication Supports;
 - g. Standard Precautions and Infection Control, to include Safe Food Handling;
 - h. HIPAA and Confidentiality;
 - i. Positive Behavior Approaches and Supports;
 - j. Ethics, Boundaries, and Professional Behavior;

Note: Organization must have a system to track employee training to ensure that all employees are current for required annual training.

Note: Volunteers, interns and subcontractors will have evidence of annual training in areas specific and pertinent to their roles and functions.

- 10. Staff training reflects a clear expectation of acceptable and unacceptable staff interaction with Participants served and risk factors for abuse, neglect and exploitation. including the following:**
- a. The organization's training curriculum must include risk factors, prevention strategies, signs and symptoms of abuse, neglect and exploitation, as well as reporting responsibility and procedures for effective and timely reporting.
- 11. The organization employs or contracts with a Qualified Mental Retardation Professional (QMRP)/Qualified Developmental Disability Professional (QDDP) who meets the HCBW (Home and Community-Based Waiver) standards,**

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including the following:

- a. Designated QMRP/QDDP(s) meet federal criteria: a bachelor's degree in a human service field and one year professional experience in the field of developmental disabilities;
- b. The organization's director is not the sole QMRP/QDDP for the agency unless approved by DS Regional Center.

12. The effectiveness of the QMRP/QDDP meets HCBW standards, including the following:

- a. The organization provides sufficient QMRP/QDDP coverage to ensure: timely (per DS Regional Center Policy) and sound support/habilitation plan development; adequate staff training; consistent implementation of support plans; coordination of services; and active monitoring for implementation of support plans, assessment of progress, and effectiveness of supports provided to Participants;
- b. The number of QMRP/QDDP personnel employed by a Provider organization is dependent upon the needs of the Participants served, the expertise of Provider staff working with the QMRP/QDDP, and the ability of the QMRP/QDDP to fulfill all functions of the position as measured by outcomes and fulfillment of waiver regulations.

13. The organization has a system to ensure staff coverage is adequate and sufficient to ensure health and welfare of Participants served and meet service authorizations, including the following:

- a. The organization has a system to assure appropriate "backup/fill-in" staff is available when needed to ensure supports are provided in congruence with ISP.

14. The organization has procedures for the establishment of staff scheduling which support Participants' specific needs, and aids in the prevention of abuse and neglect through limiting an Participant staff member's overtime usage (hours/day, hours/week, hours/month).

C. Internal QA

I. Incident Reporting/Abuse, Neglect and Exploitation (ANE)

1. The organization demonstrates a consistent practice of reporting accidents, injuries, other incidents, and suspicion or allegations of abuse, neglect, and exploitation including the following:

- a. Employees have working knowledge and comply with policy and procedures for reporting of accidents, injuries, other incidents, and suspicion or allegations of abuse, neglect, and exploitation per DS Regional Center policy guidelines;
- b. The organization ensures that incident reporting forms (to include: Incident Reports (IR), Denial of Rights (DOR) and Restraint and Denial (RAD) are

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- completed thoroughly and accurately and submitted to DS Regional Center within established reporting guidelines;
- c. Provider demonstrates awareness of types of events that must be reported and use appropriate methods of reporting (e.g. IR, RAD, DOR).
- 2. The organization has a system to investigate allegations of abuse, neglect, exploitation and other serious incidents including the following:**
- a. The organization has trained investigators and conducts timely and thorough investigations;
 - b. Investigation reports are well-written with sufficient information to substantiate findings and include action taken and plans to prevent future incidents;
 - c. The organization submits investigation reports within established guidelines and responds to requests for additions and clarification within agreed-upon timeframes.
- 3. Incident and accident reports are kept on file, reviewed, and analyzed to detect problems as well as identify trends and patterns for possible safety concerns, including the following:**
- a. The organization has an effective system for identification and remediation of repeated incidents or problems.

II. Complaints and Grievances

- 1. The organization has a complaint process that includes:**
- a. Review of complaints and concerns from Participants receiving services, family members or advocates, timelines for prompt action, remediation, and review of aggregate data to identify trends and patterns of concerns;
 - b. A well-developed process for soliciting satisfaction of services from Participants, families, and outside entities utilized to promote performance improvement.

III. Emergency Preparedness/Safety/Security

- 1. The organization has clear emergency procedures for staff to follow in case of emergency or disaster. Appropriate planning has occurred to prepare and/or prevent emergencies and staff is aware of what action to take in emergency situations, to include:**
- a. Evacuation safety measures are posted, including assigned meeting place and procedure to account for all Participants and employees;
 - b. Staff are knowledgeable of emergency plans, including how to implement them and who to contact;
 - c. Staff are aware of where all exits are located and the designated meeting place;
 - d. The organization has a system in place to account for all Participants' whereabouts in the event of an emergency;
 - e. The organization ensures training for special assistance to Participants with identified support needs during emergencies;

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- f. Operational battery backup smoke detectors, per fire inspection regulations’;
 - g. Emergency warning and fire-sprinkler systems are maintained, etc.;
 - h. Types of emergencies are specified, and backups for emergencies are clearly outlined for both work and community-based emergencies;
 - i. Participants and staff in community settings (enclaves, SE sites) are oriented to fire drill procedures and know how to evacuate the workplace safely with documentation evidencing this;
 - j. Facility-based programs conduct and document, at minimum, quarterly drills per work shift. Participants and staff are oriented to fire safety and evacuation procedures within first day of work and documentation is maintained on file.
- 2. The organization has a system and procedures for ensuring safety within the work site (for all areas, including common areas, lobbies, bathrooms, loading/unloading areas, work/activity areas, break rooms, dining areas etc.), to include:**
- a. The work/activity areas, including equipment and loading/unloading areas are safe, hazard free, clean, well lit and well maintained;
 - b. The common areas including break areas, bathrooms and lobbies are safe, hazard-free, clean, well-lit, and well-maintained;
 - c. Bathroom areas allow for privacy and are sufficient in number to meet specialized needs of Participants with a minimum ratio of 1 toilet per 20, unless prior approval is given by the Regional Center;
 - d. Soap, paper towels, and toilet paper are available;
 - e. Outdoor areas, including courtyards, sidewalks, entries to the building, and transport/drop-off/ pickup locations are safe, hazard-free, well-lit, and well-maintained;
 - f. Walkways are clear and outside lighting is operable;
 - g. Hazardous waste materials are disposed of in covered containers or there is adequate trash storage;
 - h. Flooring, walls, doors, furniture, equipment (i.e. microwaves, refrigerators, and vending machines), toilets, sinks, changing tables, etc. are in good repair;
 - i. Facility-based programs have a system in place to ensure environmental reviews are conducted on a routine basis;
 - j. Staff demonstrates knowledge of potential hazards in the work area, how to report them, and work to address/eliminate hazards in a timely manner;
 - k. Standard Precautions are followed and staff indicates good awareness of them;
 - l. All maintenance concerns are addressed in a timely manner;
 - m. There is a system in place to ensure all equipment used is maintained on a routine schedule (to include power tools and equipment used in yard work and janitorial enclaves etc.);
 - n. Health and safety issues are addressed immediately and appropriate follow-up is documented;
 - o. Frayed cords are not to be used;
 - p. Extension cords are not used as primary/permanent source of power, and if utilized, must be UL approved;

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- q. Outlets and surge protectors must be UL approved;
 - r. Chemicals, caustics, poisons, combustibles and irritants such as cleaning supplies, laundry detergent etc., are secured based on the assessed needs of the Participants;
 - s. Combustibles are not stored near heat sources;
 - t. Hot water temperatures are monitored and regulated so as not to exceed safe levels for the assessed health and safety needs and skill of Participants. (suggested temperature not to exceed 119F for Participants working in that environment);
 - u. Exit doors are unlocked during business hours and Participants are able to egress from any room without a key;
 - v. All hallways and egresses are unobstructed;
 - w. Facility is free of slipping and tripping hazards;
 - x. There is immediate access to phones;
 - y. Adequate temperature (air/heating) is maintained based on expressed desires of Participants working at that site;
 - z. Portable heaters are prohibited;
 - aa. There is a smoking policy in place;
 - bb. There is an assigned, clearly-defined smoking area; all smoking materials, including matches, are used in a safe manner and disposed of in appropriate receptacles which are emptied regularly;
 - cc. Environmental modifications are in good repair (ramps, handrails, shower chairs, grab bars, etc.);
 - dd. Weapons are prohibited.
- 3. The organization has a system in place to ensure that emergency supplies are readily available, to include:**
- a. An emergency kit, to include flashlights, batteries, a battery-operated radio, and matches;
 - b. Non-perishable food and bottled water (within expiration limits) in amounts to be determined based on assessment of program needs;
 - c. Complete First Aid Kit including: gloves, thermometer, Band-Aids, ice pack, alcohol wipes, gauze, and CPR mask (as applicable);
 - d. Serviced fire extinguishers (service tagged as applicable) located in various locations and sufficient in number to meet program size;
 - e. Infection control supplies to include: face shield/mask, gloves, disinfecting solution, bucket, etc.
- 4. The organization has a system and procedures to ensure sanitation of work environments, to include:**
- a. General work areas are clean and sanitary to include work and activity material, tables and chairs, walls, floors and equipment;
 - b. Break room and dining areas are clean and sanitary to include tables, microwaves, refrigerators, counters and floors;

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- c. Bathroom areas are clean and sanitary and allow for privacy. Soap, paper towels, and toilet paper are available. Toilet, sinks, showers, changing tables, and floors are in good repair, clean and hazard-free;
- d. Hazardous waste materials are disposed of in covered containers and there is adequate trash storage;
- e. Areas are clean and free of rodents/insects and offensive odors.

5. The organization has a system to ensure the security of personal possessions.

- a. Participants have a designated area to secure their valuables and possessions (i.e. money, medications, lunch, jackets, etc.).

6. The organization ensures adequate supervision *throughout the day* to include transitions to and from the workplace, to include:

- a. A system in place to account for Participants' whereabouts at all times including times of transition to and from work settings. The organization provides proper level of supervision based on service agreements and there are clear assignments for staff supervising Participants during work and transition times (i.e. breaks and transportation);
- b. A system in place to track the number of scholarships they provide and to assure adequate supervision levels are maintained.

D. Assurances of Primary Healthcare – *As Applicable to Organizations that Provide Medication Administration with the support of an RN or an LPN under supervision of an RN* (*NOTE: Only licensed professional nurses may administer medications in Jobs and Day Training Settings.)

1. The organization's health and wellness supports are individualized based on assessments including the following:

- a. The organization ensures that all Participants receiving medication support will have current prescriptions including those for PRN and will include identifiers and parameters for administration;
- b. Recommendations and medication/treatment changes from health care professionals are shared with team members in relation to their support role;
- c. Recommendations and medication/treatment changes from health care professionals are acted upon, as prescribed.

2. The organization has an internal system to ensure proper storage of and support with medication, to include:

- a. Established procedures that ensures correct dosage, times, routes, etc., for Individuals taking medication;
- b. Organizations that employ RN's or LPN's under RN supervision will ensure correct medication dosages are administered and Medication Administration Records are maintained on file for review;

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- c. As applicable, medication errors are reported promptly, per DS Regional Center policy, and corrective actions are taken;
- d. Current legal consents are maintained on file for Participants receiving medication administration;
- e. Medications are securely stored with an internal system to ensure accountability;
- f. Controlled substances are secured; counts are completed and maintained as applicable.

E. Assurances of Primary Healthcare (Applicable to all Organizational Providers)

- 1. Participants are supported to maintain the best possible health and the organization has a system to assure that health concerns are promptly reported and timely supports are received, to include:**
 - a. The organization has a process for identifying health care needs, development of health support plan, training to staff, and securing of adaptive equipment and environmental adaptations, as applicable, prior to the initiation of services and/or upon significant health changes;
 - b. Staff provides health supports based on recommendations from the ISP Team;
 - c. The organization maintains required data for tracking health care issues as directed by the ISP team (i.e. seizure activity);
 - d. The organization and family emergency contact numbers are maintained on file and readily accessible to staff;
 - e. Prompt arrangements are made when responding to emergency health concerns;
 - f. Emergency contacts are promptly notified of emergency situations and current/pertinent information is provided;
 - g. Work-related injuries are reported under Worker's Compensation, as applicable, for Participants;
 - h. The organization has protocols for prevention, protection and containment of communicable diseases.
- 2. The organization has a system in place to ensure staff is aware of the health needs and medications taken by Participants they support, including possible side effects, and the Participants who take medication are properly supported, to include:**
 - a. There is open communication between the organization, families, and/or SLA Provider to ensure knowledge of all current medication, desired effects and side effects;
 - b. A current list of medications is maintained for all Participants attending the JDT program, with additional product information defining possible side effects;
 - c. Medications are secured properly for worksite and based on the assessed needs of the Participants served;

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- d. Current physician orders (for mechanical safety devices, i.e. helmets, safety belts, etc.) and required consents are maintained on file;
- e. Information regarding medication and side effects is readily accessible to direct support staff, and there is a system in place to ensure current information is maintained;
- f. Medication errors and discrepancies are reported timely, per DS Regional Center policy, and staff is aware of reporting procedure for discrepancies. Discrepancies include, but are not limited to, refusals; missing medications; wrong medications (including taking another Participant's medication);
- g. The organization ensures only licensed, professional nurses (RN's and LPN's under the supervision of a RN) provide medication administration. Medication parameters (i.e reminders, verbal prompts, etc.) are clearly identified for non-licensed staff that monitor Participants taking their medications.

E. General

- 1. The organization ensures that staff is aware of, and support Participants served to exercise personal rights in the development of skills required to exercise rights, including the following:**
 - a. Staff understands rights, responsibilities, and due process;
 - b. Privacy and confidentiality are maintained; conversations, Participants' treatment, and electronic information is kept confidential at all times and shared only on a need-to-know basis;
 - c. Rules of the organization are not restrictive without cause (safety, health, etc.);
 - d. Participants are offered opportunities in the workplace to learn about their rights;
 - e. Rights are not restricted without completion of due process, per DS Regional Center policy, with exception of emergency situations in which health and/or welfare is at risk;
 - f. *Rights training* curriculum and/or materials are available and used (*Supported employment and Enclaves are not required to provide *rights training* for Participants receiving services);
- 2. The organization ensures that employees treat Participants served with dignity and respect, including the following:**
 - a. Participants are called by their preferred name and treated as "people first" and with respect and high regard of their personal worth, Participant talents, and personal rights;
 - b. Age-appropriate interactions and activities are supported by all staff;
 - c. Opportunities for decision-making are actively provided;
 - d. Staff demonstrates respect and support of Participants' cultural differences and interests;
 - e. Privacy and dignity in all aspects of personal life, healthcare, and self-care are respected and adhered to;
 - f. Provider engages with, listens, and converses with Participants receiving supports.

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- 3. The organization ensures that Participants are aware of work expectations and benefits including the following:**
 - a. Participants are informed of work rules and expectations prior to the initiation of services and annually thereafter;
 - b. Participants are informed of how wages are established and how they are paid;
 - c. Participants know they have the opportunity to take vacations, holidays, etc.;
 - d. Participants understand that they are covered under Workers Compensation insurance and may receive compensation if injured on the job.
- 4. The organization has a process for support plan development and implementation based on thorough assessments of the Participants' skills, interests, desired outcomes, and support needs, including the following:**
 - a. The organization ensures evaluation of health, welfare, and safety risks, with development and training to staff on assessed support plans/needs prior to initiation of services;
 - b. The organization has a formal process for effectively assessing Participants' skills, to include: personal care; safety; community life; health and welfare; vocational/employment, and personal goals and desires within 30 days of initiation of services;
 - c. Reassessments are conducted annually and upon changing needs of the Participants.
- 5. The organization has a process for effectively communicating to staff all precautions and safeguards based on assessed needs of the Participants.**
- 6. The organization has a process for support plan implementation including the following:**
 - a. Support plans are well-developed, measurable, and include teaching methods based on the Participant's learning style;
 - b. Staff is trained and demonstrates written and verbal ability to communicate effectively with Participants served and team members in order to efficiently implement support plans, per ISP Team recommendations, and service authorization;
 - c. Staff document data that clearly measures the effectiveness of support plans and interventions.
- 7. The organization ensures Participants are engaged in meaningful work and activities that are age-appropriate and based on personal interest.**
 - a. The organization has internal system to assess Participants' interests, their desired outcomes, and provides supports to achieve these goals.
 - b. Support plans are reflective of an Participant's goals and interests.
 - c. Staff demonstrates knowledge of how plans support Participants' interests and goals.

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- d. Participants are supported to participate in social events, volunteerism, and community activities in which they are interested.
 - e. Opportunities are provided for Participants to explore different employment options.
 - f. Organization has age-appropriate and purposeful plans and materials to use during down time.
- 8. Organizations that handle Participants' personal funds (e.g. purchase of meals, activities, special events costs, etc.) have systems in place to safeguard the money, to include:**
- a. Personal monies are secured and not co-mingled with organizational funds;
 - b. Personal fund ledgers are tallied at time of transactions and include both staff and Participants' initials for all transactions (as applicable);
 - c. Receipts are maintained and cash ledgers are reconciled with receipts.
- 9. The organization implements positive behavioral support strategies and interventions including the following:**
- a. Staff demonstrates knowledge and skill in implementing positive behavioral supports;
 - b. Behavioral support plans include teaching of alternate skill sets designed to reduce or eliminate maladaptive behavior;
 - c. Staff promote and facilitate effective means for Participants to communicate needs and feelings;
 - d. The organization implements strategies designed to determine function of challenging behavior;
 - e. Behavioral support plans are least restrictive in nature and include a skill development component;
 - f. Staff document data that clearly measures the effectiveness of support plans and interventions.
- 10. Organizations serving Participants with significant behavioral support needs must:**
- a. Employ or contract with a professional meeting the qualifications outlined in the Medicaid Manual for Behavioral Consultation, Training and Intervention;
 - b. Have the ability to conduct functional behavior assessment, to include assessing environmental factors;
 - c. Demonstrate the ability to collect, analyze and present, meaningful data;
 - d. Have the ability to adjust plans based on data;
 - e. Utilize sound crisis prevention planning;
 - f. Behavior planning, including differentiating between skill acquisition and reactive strategies;
 - g. Demonstrate collaborative relationships with ISP and/or IEP team members, behavior intervention committees, court system, and health care Providers, as applicable.

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- 11. The organization demonstrates support of stability in the workplace and attempts to ensure jobs or work sites/groups are not changed unless it is the Participant's choice or deemed necessary by the ISP team.**
- 12. Community-based jobs (job placement and job coaching) are based on comprehensive assessments of an Participant's interests, abilities, skills, aptitudes, and health needs.**
- 13. There is evidence that Participants are satisfied with services.**
 - a. Interviews with Participants and families indicate satisfaction with services.
- 14. The organization involves Participants served to participate in decision-making processes, including the following:**
 - a. Participants served are involved in the hiring and evaluation of staff and (as opportunities arise) for participation, in the organization's decision-making bodies and processes (e.g. committees, advisory groups, boards, workgroups, etc.).

ISP Service Authorization of Contract Hours

		Maximum Hours Approved/Month	Rate per Hour**
Residential Support Management (T2017 TG)	TOTAL:		\$18.86/hour
Residential Support Services			
Awake (T2017):			\$18.86/hour
Supplemental Residential Support Hours (T2017):			\$18.86/hour
Sleep (T2017 UJ):			\$11.88/hour
Residential Support Services Hours	TOTAL:	0.00	
*Behavioral Consultation, Training & Intervention (Master's) (96152 HO)	TOTAL:		\$84.92/hour
*Behavioral Consultation, Training & Intervention (Bachelor's) (96152 HN)	TOTAL:		\$73.84/hour
*Nursing Services (RN)	TOTAL:		\$36.73/hour
*Nursing Services (LPN)	TOTAL:		\$27.28/hour
*Nursing Annual Assessment/Evaluation (RN) (T1001)	Cost:		\$42.85 (rural)/\$36.73 (urban)
*Non-Medical Transportation (T2003)	Cost:	\$0.00	\$100/mo
*Vehicle	Cost:	\$0.00	varies
TRANSPORTATION		TOTAL:	\$0.00
*Counseling (H0004 or H0004 HQ)	TOTAL:		\$102.28/hour (individual)
*Nutritional Counseling (S9470 or S9470 TN)	TOTAL:		\$56.10/hour (urban)
*Other:	TOTAL:		
Day Habilitation (T2020) (Facility/Community Based Non-Work)			Up To 5 Days/Wk
Pre-Vocational (T2014) (Facility Based Work)			Up To 5 Days/Wk
Supported Employment (T2018) (Integrated/Competitive)			Up To 5 Days/Wk
Career Planning (T2019)			Up To 5 Days/Wk
JDT Transportation (Not billable to Waiver if Non-Medical Transportation Authorized Above)	Cost:	\$0.00	
	Provider:		
ONE TIME COST:			
Purpose of 1 time cost:			
For the Month of:		Amount of 1 time cost:	varies - need driven
ONE TIME COST:			
Purpose of 1 time cost:			
For the Month of:		Amount of 1 time cost:	varies - need driven

*Authorized amounts that exceed ID/RC Waiver maximum amounts will be funded by Developmental Services.

Effective Date: _____
SLA Provider: _____
Behavioral Consultation Provider: _____
Nursing Services Provider: _____
Counseling Provider: _____
Nutritional Counseling Provider: _____
Service Coordinator: _____

Please complete Room & Board information, if required, on second page.

DS REGIONAL CENTER
INDIVIDUAL SUPPORT PLAN

Name: _____
Case #: _____
DOB: _____
ISP Date: _____

* Rates are not all inclusive - the amount varies depending on a number of factors such as level of supervision needed and other factors

SUPPORTED LIVING ARRANGEMENT ROOM & BOARD CALCULATIONS

INCOME:

Monthly Individual Resources	Net Amount
Employer:	
Employment	
SSI	
RSDI/SSDI	
Other ()	
Other Benefits (LIHEA)	
Other Benefits (HUD)	
Other Benefits (Food Stamps)	
Other ()	
TOTAL INDIVIDUAL RESOURCES:	\$0.00

ROOM AND BOARD:

Monthly	Expenses	Individual	Other	State
Retained Earnings	\$0.00			\$0.00
Personal Needs	\$178.19			\$178.19
Food	\$222.15			\$222.15
Rent				\$0.00
Utilities				\$0.00
Phone				\$0.00
Individual Travel				\$0.00
Medical				\$0.00
Other (help w/ expenses)				\$0.00
Other ()				\$0.00
TOTAL ROOM & BOARD	\$400.34	\$0.00	\$0.00	\$400.34

DS REGIONAL CENTER
INDIVIDUAL SUPPORT PLAN

Name: _____
Case #: _____
DOB: _____
ISP Date: _____



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: July 11, 2014

To: Julia Teska, Clerk of the Board
Department of Administration

From: Carla Watson, 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.

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.

Agenda Item Write-up:

Department of Transportation (NDOT) – Administration - \$62,500

The department requests settlement approval in the amount of \$62,500 to resolve an inverse condemnation action brought by 54 B LLC, a Nevada limited liability company, against NDOT, Clark County and the Clark County Regional Flood Control District. The inverse case arises from the construction of the Lower Blue Diamond Detention Basin and its related improvements, including and the flood control channel in conjunction with the widening of SR160. The landowner claims that the government used its property to construct the flood control channel without paying just compensation.

Additional Information:

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. NDOT has entered into this settlement agreement to resolve the inverse condemnation action in full for the said amount, inclusive of all attorney's fees and costs, contingent upon the Board of Examiner's approval. NDOT will then bring a

separate indemnity action against the primary contractor to recover the entire amount of the settlement and attorney's fees and costs that were spent defending this action.

Statutory Authority:

NRS 41.037

REVIEWED: <u> <i>aw</i> </u>
ACTION ITEM: <u> </u>

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JUL 08 2014

LEGISLATIVE ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

555 East Washington Ave., Suite 3900
Las Vegas, Nevada 89101

CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO
Assistant Attorney General

GREGORY M. SMITH
Chief of Staff

July 8, 2014

Carla Watson
Nevada Department of Administration
Division of Budget and Planning
209 East Musser Street, Room 200
Carson City, Nevada 89701-4298

RE: Submittal to the August 2014 Board of Examiner's Agenda /
Proposed Settlement for an inverse condemnation action captioned *54 B LLC v. Clark County, Clark County Regional Flood Control District, State of Nevada, on relation of its Department of Transportation*, Clark County District Court Case No. A-12-674009-C

Dear Ms. Watson:

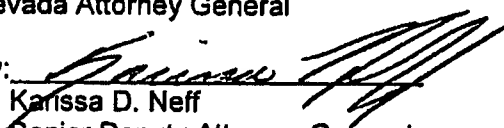
Enclosed is a settlement item to be included on the August 2014 Board of Examiner's agenda for the Nevada Department of Transportation.

The item is a proposed settlement for \$62,500.00 to resolve an inverse condemnation action brought by 54 B LLC, a Nevada limited liability company ("54 B") against NDOT, Clark County, and the Clark County Regional Flood Control District. The inverse case arises from the construction of the Lower Blue Diamond Detention Basin and the related flood control channel where the landowner claims that the government used its property to construct the flood control channel without paying just compensation. A memorandum explaining the proposed settlement is enclosed. Should you have any questions, please contact me or Chief Deputy Dennis Gallagher at 775-888-7423.

Sincerely,

CATHERINE CORTEZ MASTO
Nevada Attorney General

By:


Karissa D. Neff
Senior Deputy Attorney General
Transportation Division
(702) 486-3655

KDN:jm



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
555 East Washington Avenue, Suite 3900
Las Vegas, Nevada 89101

CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO
Assistant Attorney General

THOM M. GOVER
Acting Chief of Staff

MEMORANDUM

DATE: July 8, 2014

TO: Board of Examiners
Governor Brian Sandoval
Attorney General Catherine Cortez Masto
Secretary of State Ross Miller

FROM: Rudy Malfabon, Director, Nevada Department of Transportation
Karissa D. Neff, Senior Deputy Attorney General *KDN*
Dennis Gallagher, Chief Deputy Attorney General

SUBJECT: Proposed settlement for an inverse condemnation action captioned *54 B LLC v. Clark County, Clark County Regional Flood Control District, State of Nevada, on relation of its Department of Transportation, Clark County District Court Case No. A-12-674009-C*, involving real property generally located near West Windmill Lane and Duneville Street in Las Vegas, Nevada

SUMMARY

NDOT requests settlement approval in the amount of \$62,500.00 to resolve an inverse condemnation action brought by 54 B LLC, a Nevada limited liability company ("54 B") against NDOT, Clark County, and the Clark County Regional Flood Control District ("CCRFCDD"). The inverse case arises from the construction of the Lower Blue Diamond Detention Basin and its related improvements, including a flood control channel ("Channel") constructed in conjunction with the widening of SR160 (collectively the "Project"). The 54 B landowner claims that the government used its property to construct the Channel without paying just compensation.

FACTUAL BACKGROUND

54 B filed an inverse condemnation action against NDOT, Clark County, and the CCRFCD stemming from the construction of the Lower Blue Diamond Detention Basin and the Channel. The 54 B property is commonly known as Clark County Assessor's Parcel No. 176-12-401-004 and is located near West Windmill Lane and Duneville Street in Las Vegas, Nevada as depicted on *Exhibit "A."* The property is approximately 2.5 acres of undeveloped, raw land and is bisected by a 200 foot wide Union Pacific Railroad ("UPRR") right-of-way. A portion of the Channel is built within the UPRR right-of-way that traverses the 54 B property.

54 B alleged that NDOT permanently and temporarily encroached upon the 54B parcel when it built the Channel and did not pay the landowners just compensation for the use of its property. Specifically the landowner alleged that: (1) the Channel was permanently built on the 54 B property, (2) that the governmental entities continued to use the 54 B property to access the drainage facility for maintenance and repairs, (3) that the flood control improvements diverted water onto the 54B property increasing drainage, and (4) that during construction of the Channel, the defendants temporarily used the 54 B property for construction purposes. 54 B later claimed in the lawsuit that the defendants were dumping trash and debris on the property.

54 B named all three government entities in the lawsuit- NDOT, the CCRFCD, and Clark County. Prior to construction, Clark County and NDOT had entered into a Cooperative Agreement for the Project. That agreement set forth Clark County's, the CCRFCD's, and NDOT's respective responsibilities with respect to the Project. This is presumably the reason all three government entities were named in the action. Due to the fact that NDOT hired the contractor to construct the Channel and managed the construction of the Channel, NDOT determined it was not the responsibility of Clark County or the CCRFCD to participate in this settlement.

NDOT awarded the contract to construct the Channel to Capriati Construction Company, Inc. ("Capriati") on May 3, 2006. Certain right-of-way was also acquired to construct the Channel. Where necessary, agreements with private landowners were entered into for the temporary use of property during the Channel's construction. No such agreement was entered into with 54 B.

The majority of the construction of the Channel took place between 2006 and 2007. In March of 2007, Clark County's Department of Air Quality Control was present at the construction site of the Channel. It noted that Capriati was creating a dust pollution problem on the 54B parcel and issued a citation. The citation states that there was vehicle travel, parking, and disturbance on the 54 B property. The citation was issued to 54 B.

54 B claims that in light of this citation, along with aerial photographs showing physical disturbances to its property alongside the Channel that coincide with its construction, that its property was used to build the Channel and that it was not compensated for its use. For purposes of this settlement, 54 B has agreed not to pursue

July 8, 2014

all of its claims but rather to accept fair market rent for the time it claims its property was temporarily used during the construction of the Channel.

COMPENSATION

A surveyor determined that the area of the 54 B property disturbed around the time of the Project was approximately 28,641 square feet. NDOT spoke to a licensed appraiser who had appraised other properties in the Blue Diamond area and determined that rent for a temporary easement (i.e. for construction) is calculated at 10 percent of fair market value per month. Based on this information, prior appraisals done in this area, and the condition and location of the property, fair market value was agreed to be (for settlement purposes only) \$15.46 per square foot.

Based on this value, monthly fair market rent was determined to be approximately \$3,690.00 per month (28,641 square feet alleged used) x 15.46 (price per square foot) = \$442,790.00 x .10 (rental rate for temporary easement) = \$44,279.00 (divided by 12 months in one year) = \$3,690). The property was allegedly used for about 17 months. Rent alone due under this calculation is approximately \$62,730.00 (\$3,690.00 times 17 months).

For purposes of settlement, 54 B agreed to accept total compensation of \$62,500.00, inclusive of all interest and attorneys' fees and costs. Again, the total amount of the settlement is based on the fair market rent to compensate 54 B for the period it claims its property was temporarily used during the construction of the Channel.

If this case were to proceed through litigation and NDOT were found to be liable for inverse condemnation, in addition to fair market rent, 54 B would also be entitled to its attorneys' fees, costs, and interest from the time of the alleged use of its property under PISTOL. Prior estimations by the landowners regarding money owed for rent, interest, and attorneys' fees and costs for the alleged temporary use of its property were calculated to be between \$470,760.00 and \$812,280.00.

SUBROGATION/OFFSET

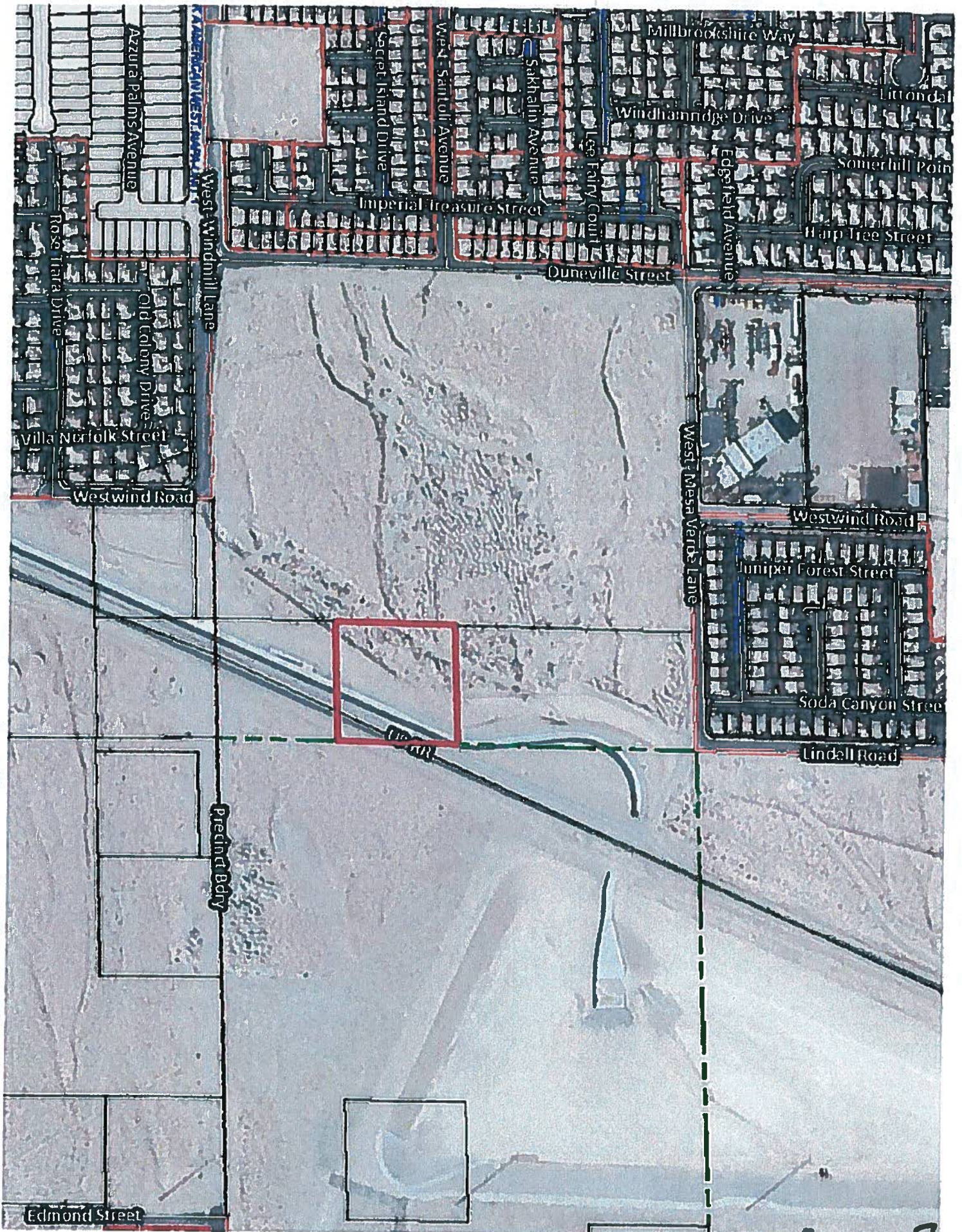
NDOT will file an indemnity action against Capriati to recover the total amount of this settlement and the attorneys' fees and costs that were spent defending the action.

RECOMMENDATION

NDOT has considered the benefits of settlement and has made the decision that the settlement is reasonable, prudent, and in the public interest. NDOT requests authority to settle the inverse condemnation action for \$62,500.00.

NDOT has entered into a settlement agreement to resolve the inverse condemnation action in full for the said amount, inclusive of all attorneys' fees and costs, contingent on this Board's approval. NDOT will then bring a separate indemnity action against Capriati.

Exhibit "A"



STATEWIDE LEASE INFORMATION

1. Agency: Department of Public Safety, Nevada Highway Patrol
555 Wright Way
Carson City, Nevada 89711
Jennifer Bauer 775.684.4698 jbauer@dps.state.nv.us

2. Name of Landlord (Lessor): AS&D Enterprise

3. Address of Landlord: PO Box 188
Battle Mountain, Nevada 89820

4. Property contact: Lyle Malone 775.338.4822
Mary Ann Cahill 775.635.0355 macahill49@hotmail.com

5. Address of Lease property: 101 Carson Road, Suite 6
Battle Mountain, Nevada 89820

a. Square Footage: ☐ Rentable ☒ Usable 875

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$700.00	12	\$8,400.00	September 1, 2014 - August 31, 2015	\$0.80
\$700.00	12	\$8,400.00	September 1, 2015 - August 31, 2016	\$0.80
\$721.00	12	\$8,652.00	September 1, 2016 - August 31, 2017	\$0.82

Increase % 0% 3%

c. Total Lease Consideration: 36 \$25,452.00

d. Option to renew: ☒ Yes ☐ No 90 Renewal terms: One identical term

e. Holdover notice: # of Days required 30 Holdover terms: 5%/90

f. Term: Five (5) Years

g. Pass-thrus & CAMS: None

h. Utilities: ☒ Landlord ☐ Tenant

i. Janitorial: ☐ Landlord ☒ Tenant ☐ 3 day ☐ 5 day ☐ Rural 3 day ☐ Rural 5 day ☒ Other (see remarks)

j. Major repairs: ☒ Landlord ☐ Tenant

k. Minor repairs: ☒ Landlord ☐ Tenant

l. Taxes: ☒ Landlord ☐ Tenant

m. Comparable Market Rate: After every effort to obtain this information the market rate is not available for this rural area

n. Specific termination clause in lease: Breach/Default lack of funding

o. Lease will be paid for by Agency Budget Account Number: 4713

6. Purpose of the lease: To house the Nevada Highway Patrol

7. This lease constitutes: ☒ An extension of an existing lease
☐ An addition to current facilities (requires a remark)
☐ A relocation (requires a remark)
☐ A new location (requires a remark)
☐ Remodeling only
☐ Other

a. Estimated moving expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

Remarks: This lease renewal includes a weighted average square foot cost increase of \$.09 over the term (or 11.13%).

Exceptions/
Special
notes:

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JUL 10 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

Lease #1


STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20121112056</u>	<u>2/28/2015</u>
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>	
c. Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
d. Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
e. Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
g. State of Nevada Vendor number:	<u>T60159606</u>	

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

 7-10-14
Authorized Signature Date
Public Works Division, Buildings and Grounds Section

 7/9/14
Authorized Signature - Agency Date

II
For Board of Examiners ☒ YES ☐ NO

For Budget Division Use Only	
Reviewed by: <i>[Signature]</i>	7/15/14
Reviewed by: <i>[Signature]</i>	7/21/14
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency:	Department of Public Safety, Nevada Highway Patrol 555 Wright Way Carson City, Nevada 89711 Jennifer Bauer 775.684.4698 fax 775.684.4809 email jbauer@dps.state.nv.us				
2. Name of Landlord (Lessor):	City of Las Vegas				
3. Address of Landlord:	333 North Rancho Drive, 8th Floor Las Vegas, Nevada 89106				
4. Property contact:	Robin Yoakum 702.229.1022 fax 702.464.2522 email ryoakum@lasvegasnevada.com				
5. Address of Lease property:	9043 Ackerman Avenue Las Vegas, Nevada 89143				
a. Square Footage:	<input checked="" type="checkbox"/> Rentable <input type="checkbox"/> Usable 1,920				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	cost per square foot
	\$1,920.00	12	\$23,040.00	September 1, 2014 - August 31, 2015	\$1.00
Increase %	0%	12	\$23,040.00	September 1, 2015 - August 31, 2016	\$1.00
	0%	12	\$23,040.00	September 1, 2016 - August 31, 2017	\$1.00
	0%	12	\$23,040.00	September 1, 2017 - August 31, 2018	\$1.00
c. Total Lease Consideration:		48	\$92,160.00		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 90 Renewal terms: One identical term				
e. Holdover notice:	# of Days required 30 Holdover terms: 5%/90				
f. Term:	Four (4) Years				
g. Pass-thrus & CAMS	None				
h. Utilities:	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant water, electricity				
i. Janitorial:	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input checked="" type="checkbox"/> Other (see remarks)				
j. Major repairs:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Minor repairs:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
l. Taxes:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
m. Comparable Market Rate:	After every effort to obtain this information, the market rate is not available for this rural area				
n. Specific termination clause in lease:	Breach/Default lack of funding				
o. Lease will be paid for by Agency Budget Account Number:	4713				
6. Purpose of the lease:	To house the Nevada Highway Patrol, Indian Springs sub-station				
7. This lease constitutes:	<input type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input checked="" type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input checked="" type="checkbox"/> Other				
a. Estimated moving expenses:	\$0.00		Furnishings:	\$0.00	
			Data/Phones:	\$0.00	
Remarks:	Due to issues with previous Lessor installing a modular, this lease was negotiated through the City of Las Vegas and consists of two (2) modulars totalling 1920 sq ft, and a fenced asphalt parking area.				
Exceptions/ Special notes:	This Lease may also be terminated by either Party, with or without cause, by giving one hundred-eighty (180) days prior written notice to the other Party. \$25.00 refundable, per key deposit.				

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JUL 14 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

Lease #2

STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>EXEMPT</u>			
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
*If no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States				
f. Office?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	<u>T40277602</u>			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

 7-14-14
Authorized Signature Date
Public Works Division, Buildings and Grounds Section

 7/14/14
Authorized Signature - Agency Date

II
For Board of Examiners ☒ YES ☐ NO

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: **15939**Agency Name: **STATE ENERGY OFFICE**Agency Code: **011**Appropriation Unit: **4869-11**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DEPT OF BUSINESS & INDUSTRY**Contractor Name: **DEPT OF BUSINESS & INDUSTRY**Address: **HOUSING DIVISION****1535 OLD HOT SPRINGS RD STE 50**City/State/Zip: **CARSON CITY, NV 89706**

Contact/Phone: null775/687-2049

Vendor No.: D74426000

NV Business ID: 52-2038434

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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 % Renewable Energy Funds

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2014**

Anticipated BOE meeting date 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/31/2015**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Energy Prgrm HEROS**

5. Purpose of contract:

This is a new interlocal agreement to provide an expanded energy efficiency program for senior citizens in partnership with the Department of Business and Industry. The Governor's Office of Energy (GOE) administers a fund (701a.450) and must use the funds to offset the cost or use of electricity. This agreement will expand the Nevada Division of Housing's existing weatherization program for senior citizens by providing additional funds over and above their existing limited grants. This contract would allow GOE to use the funds for an allowable purpose while also assisting Nevada's senior citizen population with energy costs and quality of life.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$600,000.00**

Other basis for payment: 6% of the total consideration; 10% of the net amount to sub-contractors of Division of Housing

II. JUSTIFICATION

7. What conditions require that this work be done?

The Housing Division currently manages a weatherization/energy efficiency program and these funds will help to advance/sustain their current program for seniors.

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

These funds are being granted to the Housing Division to expand their existing program. They currently have the infrastructure to carry out the desired program.

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	smarten1	07/24/2014 09:12:56 AM
Division Approval	smarten1	07/24/2014 09:12:59 AM
Department Approval	smarten1	07/24/2014 09:13:02 AM
Contract Manager Approval	smarten1	07/24/2014 09:13:04 AM
Budget Analyst Approval	cmurph3	07/24/2014 09:53:36 AM
BOE Agenda Approval	cwatson	07/24/2014 10:30:54 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: **13200**Amendment
Number: **2**Agency Name: **ATTORNEY GENERAL'S OFFICE**Legal Entity
Name: **GORDON & SILVER LTD DBA**Agency Code: **030**Contractor Name: **GORDON & SILVER LTD DBA**Appropriation Unit: **1030 - All Categories**Address: **GORDON SILVER
3960 HOWARD HUGHES PKWY FL 9**Is budget authority
available?: **Yes**City/State/Zip **LAS VEGAS, NV 89169-5978**

If "No" please explain: Not Applicable

Contact/Phone: null702/796-5555

Vendor No.: T29022076

NV Business ID: NV19681001885

To what State Fiscal Year(s) will the contract be charged? **2012-2015**

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 % **X** Other funding **100.00 % Statutory Contingency Fund**

Agency Reference #: 030

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **03/01/2012**
Examiner's approval?

Anticipated BOE meeting date 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **10/21/2014**
Termination Date:Contract term: **2 years and 305 days**4. Type of contract: **Contract**Contract description: **Special Counsel**

5. Purpose of contract:

This is the second amendment to the original contract that provides legal representation for a lawsuit filed against the College Savings Plans. This amendment extends the termination date of the contract from October 21, 2014, to December 31, 2014 and increases the maximum amount from \$557,500 to \$957,500 due to continued services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract: \$92,000.00

2. Total amount of any previous contract amendments: \$465,500.00

3. Amount of current contract amendment: \$400,000.00

4. New maximum contract amount: \$957,500.00

and/or the termination date of the original contract has changed to: 12/31/2014

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract provides legal services on behalf of the defendants in the case of Treasury Solutions Holdings, Inc., et al. v. State of Nevada, et al., 1st J.D., Carson City, Case No. 111OC-00268, including preparation of all pleadings, appearing at all court hearings, pre-trial, trial and performing interviews of current and former state employees and conducting all necessary discovery.

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

There is a strong likelihood that the court will determine that the Office of the Attorney General has a conflict of interest in this case and, therefore, special counsel will need to appear on behalf of the defendants in this case.

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?

This vendor was chosen due to the expertise, experience and qualifications of John Desmond who has been working on this case while employed by Jones Vargas and who is now a shareholder in the law firm of Gordon & Silver.

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 contracted with the Office of the Attorney General and providing satisfactory services.

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	mradu	06/24/2014 17:32:20 PM
Division Approval	clesli1	06/25/2014 07:52:57 AM
Department Approval	chowle	06/25/2014 11:05:36 AM
Contract Manager Approval	ngarci1	06/26/2014 14:07:55 PM
Budget Analyst Approval	ekin4	06/30/2014 16:48:33 PM
BOE Agenda Approval	nhovden	07/08/2014 14:53:11 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: **15872**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1038-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **JBS ENERGY INC**Contractor Name: **JBS ENERGY INC**Address: **311 D ST**City/State/Zip: **WEST SACRAMENTO, CA 95605-2814**Contact/Phone: **Jim Helmich 916/372-0534**Vendor No.: **T80982762**NV Business ID: **NV20101507322**To what State Fiscal Year(s) will the contract be charged? **2015-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Regulatory Assessments 103800 3315**Agency Reference #: **11345**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **08/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/17/2018**Contract term: **4 years and 17 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide ongoing professional services as an expert witness and provide full litigation support to the Bureau of Consumer Protection on electric and gas cost of service rate design; and issues with mixed rate design and revenue requirement implications such as jurisdictional allocations, the cost basis for tarified charges, weather normalization, ratemaking policy regarding decoupling sales and revenues, and policy and quantification of line extension allowances.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$175,000.00**

Payment for services will be made at the rate of \$220.00 per hour maximum

Other basis for payment: Invoices must be submitted monthly, itemized by description of work performed, and by times and dates of services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

Statutory requirement to represent consumers' interests in matters before the Public Utilities Commission and any legislature, board or commission with jurisdiction over Nevada regulated public utilities.

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

Expert witness is not available in the Bureau of Consumer Protection to adequately protect the general public and represent the consumers' interests.

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?

This vendor was chosen based on their specialized expertise, availability and reasonable rates.

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 engaged under contract with the Bureau of Consumer Protection and previous work performed 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:

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	hrobinso	07/01/2014 16:19:53 PM
Division Approval	hrobinso	07/01/2014 16:19:56 PM
Department Approval	hrobinso	07/01/2014 16:20:00 PM
Contract Manager Approval	hrobinso	07/02/2014 11:24:18 AM
Budget Analyst Approval	ekin4	07/14/2014 09:48:12 AM
BOE Agenda Approval	nhovden	07/14/2014 12:22:07 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: **15832**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1038-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Law Offices of Paul B Mohler PLC

Contractor Name: **Law Offices of Paul B Mohler PLC**Address: **10 G St., NE, Suite 710**City/State/Zip: **Washington, DC 20002**

Contact/Phone: Paul B. Mohler 571-344-5097

Vendor No.: T29035025

NV Business ID: NV20141355231

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Regulatory Assessments 103800 3315

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/15/2018**Contract term: **4 years and 15 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide litigation support and assistance to the Bureau of Consumer Protection (the BCP) on filings and other proceedings made by Nevada utilities before the Federal Energy Regulatory Commission (FERC) or any other court, regulatory body, board, commission, or agency having jurisdiction, as well as, precedent over FERC on electric issues that may impact Nevada utilities or rate payers for whom the BCP has a statutory requirement to represent.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$350,000.00**

Payment for services will be made at the rate of \$295.00 per hour maximum

Other basis for payment: Invoices must itemize work performed by time and date of services.

II. JUSTIFICATION

7. What conditions require that this work be done?

Statutory requirement to represent the consumers' interests in matters before the Public Utilities Commission and any legislative body, board, or commission with jurisdiction over Nevada regulated public utilities require that this work be done.

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

Specialized expertise not possessed by State employees in our agency or other State agencies is required to adequately protect the public interests.

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 contractor was chosen for his specialized expertise, availability and reasonable rates in preference to other.

d. Last bid date: 02/06/2014 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:

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	hrobinso	06/20/2014 14:35:30 PM
Division Approval	hrobinso	06/20/2014 14:35:33 PM
Department Approval	hrobinso	06/20/2014 14:35:36 PM
Contract Manager Approval	hrobinso	07/01/2014 14:52:47 PM
Budget Analyst Approval	ekin4	07/14/2014 08:57:11 AM
BOE Agenda Approval	nhovden	07/14/2014 12:26:01 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: **15820**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: **CLARK, COUNTY OF**Contractor Name: **CLARK, COUNTY OF**Address: **CLARK COUNTY TREASURER
500 S GRAND CENTRAL PKWY
LAS VEGAS, NV 89155-1220**City/State/Zip: **LAS VEGAS, NV 89155-1220**Contact/Phone: **null702/455-4326**Vendor No.: **T81026920X**NV Business ID: **government agency**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 %	X Other funding	100.00 % 134815 Torts

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/11/2013**Anticipated BOE meeting date **08/2014**Retroactive? **Yes**

If "Yes", please explain

The reimbursements provided under this contract were for legal services paid for by Clark County regarding a lawsuit filed against the 8th Judicial District Court. At the time the services were initiated, it was unclear if Clark County or the State Tort Fund would be responsible for the services. It has been decided that the State Tort Fund is the appropriate party to pay for these services. The legal services were needed immediately to answer the concerns of the lawsuit.

3. Termination Date: **09/30/2014**Contract term: **1 year and 111 days**4. Type of contract: **Interlocal Agreement**Contract description: **Expense reimbursemen**

5. Purpose of contract:

This is a new interlocal contract to provide reimbursement of legal expenses on the Monica Contreras v 8th Judicial District Court case.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$195,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

A lawsuit was filed against the 8th Judicial District Court and the named employees needed appropriate defense counsel. At the time that the services were initiated, it was unclear if Clark County would pay for these services or if the State would pay for these services.

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

At the time these services were initiated, it was unclear if attorneys from the Office of the Attorney General were the appropriate attorneys to provide this service.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

NRS 277.180

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	mradu	06/18/2014 08:44:50 AM
Division Approval	clesli1	06/18/2014 10:38:26 AM
Department Approval	chowle	06/20/2014 13:52:46 PM
Contract Manager Approval	Iramire7	06/25/2014 09:21:05 AM
Budget Analyst Approval	ekin4	06/25/2014 09:42:16 AM
BOE Agenda Approval	nhovden	07/08/2014 15:02:29 PM
BOE Final Approval	Pending	



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
100 North Carson Street
Carson City, Nevada 89701-4717

CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO
Assistant Attorney General

GREGORY M. SMITH
Chief of Staff

MEMORANDUM

DATE: June 23, 2014
TO: Eric King, Budget Analyst
FROM: Lesley Volkov, Accounting Assistant III
SUBJECT: Retroactive approval of intralocal contract #15820

=====

Based on Policy Directive #D-2013-10, please place this contract on the August 12, 2014 Board of Examiners agenda.

This contract has a retroactive approval date of June 11, 2013 and a termination date of September 30, 2014. The contract amount is \$195,000.

Retroactive Reason:

The reimbursements provided under this contract were for legal services paid for by Clark County and were in regards to a lawsuit filed against the 8th Judicial District Court. At the time the services were initiated, it was unclear if Clark County would be responsible for the services or if the State Tort Fund would be the responsible party. It has been decided that the State Tort Fund is the appropriate party to pay for these services. The legal services were needed immediately to answer the concerns of the lawsuit.

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: **15863**

Agency Name: TREASURER - TREASURER'S OFFICE	Legal Entity Name: Nixon Peabody LLP
Agency Code: 050	Contractor Name: Nixon Peabody LLP
Appropriation Unit: 1082-04	Address: 555 West Fifth St, 46th Floor
Is budget authority available?: Yes	City/State/Zip: Los Angeles, CA 90013-1010
If "No" please explain: Not Applicable	Contact/Phone: Rudy S. Salo 213-629-6069
	Vendor No.: None
	NV Business ID: Upon Contract

To what State Fiscal Year(s) will the contract be charged? **2015-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 %
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 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **3 years and 334 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide bond counsel and/or disclosure counsel services for the issuance of State securities. The State uses separate law firms to act as bond counsel and disclosure counsel for each issuance of bonds/notes or other securities of the State. The State selected a pool of legal firms to provide bond and disclosure counsel services. Nixon Peabody is one of the firms selected. The firms selected as bond and/or disclosure counsel are not guaranteed to be used as counsel on any specific State debt issuance; therefore the state does not guarantee any firm a minimum amount of work or compensation. Compensation for securities issuance work, other than special projects, is dependent upon the successful closing of an issuance.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00**

Other basis for payment: See Attachment DD - Bond Counsel and Disclosure Counsel Cost Worksheet. (Attachment E from Contractor's Response)

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 226.110.10.b: Employ necessary legal services in connection with the issuance of debt securities.

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

Specialized professional expertise in the sale of securities is 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?

A pool of vendors was selected by the Solicitation evaluation committee based on the vendor's experience and qualification, from review of quantitative and qualifying criteria. Nixon Peabody was one of the firms chosen.

d. Last bid date: 02/27/2014 Anticipated re-bid date: 02/27/2018

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:

2002-2005 Business & Industry, Housing Division, performance not verified as the attorney assigned under the prior contract no longer works at this firm.

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 as a:

LLP

Will register upon contract.

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.

Will license upon contract.

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.

Will register upon contract.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lchatwo	06/27/2014 10:18:03 AM
Division Approval	lchatwo	06/27/2014 10:18:08 AM
Department Approval	lchatwo	06/27/2014 10:18:13 AM
Contract Manager Approval	jolive2	06/27/2014 10:18:38 AM
Budget Analyst Approval	sbarkdul	06/30/2014 06:52:18 AM
BOE Agenda Approval	cwatson	07/16/2014 09:31:27 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: **15779**Agency Name: **TREASURER - UNCLAIMED PROPERTY**Agency Code: **054**Appropriation Unit: **3815-14**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **XEROX STATE & LOCAL SOLUTIONS**Contractor Name: **XEROX STATE & LOCAL SOLUTIONS**Address: **INC
100 HANCOCK ST FL 10
QUINCY, MA 02171-1745**City/State/Zip: **QUINCY, MA 02171-1745**Contact/Phone: **null617/722-9605**Vendor No.: **PUR0003261A**NV Business ID: **NV19911026030**To what State Fiscal Year(s) will the contract be charged? **2015-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Abandoned Property Funds

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2014**Anticipated BOE meeting date **07/2014**Retroactive? **Yes**

If "Yes", please explain

BOE will be held on July 8, 2014. In order for the contractor to be able to perform continuous services for the Unclaimed Property Division, this contract needs to be effective July 1, 2014.
3. Termination Date: **06/30/2018**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Unclaimed Auditing**

5. Purpose of contract:

This is a new contract to provide unclaimed property audits and provide compliance services for the Office of the State Treasurer, Unclaimed Property Division.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$7,000,000.00**

Payment for services will be made at the rate of \$0.00 per year

Other basis for payment: Total payment for services over the life of the entire 4-year contract period is not to exceed \$7 million.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State Treasurer's Office is mandated to conduct unclaimed property audits by NRS 120A and NAC 120A.

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

The Treasurer's Office does not have the staff to conduct these audits.
9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3101, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 11/18/2014 Anticipated re-bid date: 11/01/2017

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 has been an audit service provider for the State Treasurer's Office. Their performance 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:

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	shanshew	06/03/2014 11:06:24 AM
Division Approval	vmilazz1	06/03/2014 11:09:53 AM
Department Approval	vmilazz1	06/03/2014 11:09:56 AM
Contract Manager Approval	shanshew	06/03/2014 11:10:22 AM
Budget Analyst Approval	sbarkdul	07/08/2014 15:14:22 PM
BOE Agenda Approval	cwatson	07/16/2014 09:34:54 AM
BOE Final Approval	Pending	

Kate Marshall
State Treasurer




Steve George
Chief of Staff

Mark Mathers
Chief Deputy Treasurer

STATE OF NEVADA
OFFICE OF THE STATE TREASURER

MEMORANDUM

TO: Sherri Barkdull, Budget Analyst IV

FROM: Susan Hanshew, MA IV 

CC: Budd Milazzo, Deputy, Cash Management

DATE: June 3, 2014

SUBJECT: Xerox State & Local Solutions (CETS #15779)
Retroactive Memorandum to July 1, 2014

This memorandum is to request that the above-referenced contract be retroactive to July 1, 2014. The reason for this request is due to extended contract negotiations with the vendor which then resulted in the delayed execution of the final contract. The current contract (CETS #11331) with this vendor for the same services expires on June 30, 2014, Therefore, an effective date of July 1, 2014 will result in continuous services by this vendor.

Thank you for your consideration of this request.

:srh

CARSON CITY OFFICE
101 N. Carson Street, Suite 4
Carson City, Nevada 89701-4786
(775) 684-5600 Telephone
(775) 684-5623 Fax

STATE TREASURER PROGRAMS
Millennium Scholarship Program
Nevada Prepaid Tuition Program
Unclaimed Property
Upromise College Fund 529 Plan

LAS VEGAS OFFICE
555 E. Washington Avenue, Suite 4600
Las Vegas, Nevada 89101-1074
(702) 486-2025 Telephone
(702) 486-3246 Fax

Internet: NevadaTreasurer.gov

E-mail: StateTreasurer@NevadaTreasurer.gov

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: **15324**Agency Name: **TREASURER - UNCLAIMED PROPERTY**Agency Code: **054**Appropriation Unit: **3815-15**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Xerox State & Local Solutions Inc

Contractor Name: **Xerox State & Local Solutions Inc**Address: **100 Hancock St Fl 10**City/State/Zip: **Quincy, MA 02171-1745**

Contact/Phone: Michelle Colbert 617-722-9648

Vendor No.: PUR0003261A

NV Business ID: NV19911026030

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Abandoned Property Receipts**

Agency Reference #: RFP # 2056

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2014**

Anticipated BOE meeting date 07/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/31/2018**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Securities Custodian**

5. Purpose of contract:

This is a new contract to provide securities custodian services for the Office of the State Treasurer, Unclaimed Property Division.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$800,000.00**

Payment for services will be made at the rate of \$200,000.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 120A.500 requires that stock that is considered abandoned be reported to the State Treasurer as Unclaimed Property. In addition NRS 120A.610 states that securities may be sold. The State Treasurer holds nearly \$15 million in Unclaimed Property securities. The Contractor will sell and transfer securities at the request of the State Treasurer to ensure the owners of the securities receive what they are due. The Contractor will also keep track of all corporate actions on these securities while the shares are held in custody on behalf of the State Treasurer.

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

The State Treasurer does not employ a licensed stock broker or anyone with the ability to make a market on a security or transfer securities to individual owners.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #2056, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 12/23/2013 Anticipated re-bid date: 01/02/2018

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:

09/01/2010 through 8/31/2014 for Office of the State Treasurer, Unclaimed Property Division. The quality of 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:

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	shanshew	05/29/2014 14:38:20 PM
Division Approval	vmilazz1	05/29/2014 15:16:18 PM
Department Approval	vmilazz1	05/29/2014 15:16:20 PM
Contract Manager Approval	jweave8	05/29/2014 15:30:03 PM
Budget Analyst Approval	sbarkdul	07/08/2014 15:14:46 PM
BOE Agenda Approval	cwatson	07/16/2014 09:35:29 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 CONTRACT1. Contract Number: **15879**

Agency Name:	ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name:	FAAD JANITORIAL INC
Agency Code:	082	Contractor Name:	FAAD JANITORIAL INC
Appropriation Unit:	1349-12	Address:	52 GLEN CARRAN CIR
Is budget authority available?:	Yes	City/State/Zip	SPARKS, NV 89431
If "No" please explain:	Not Applicable	Contact/Phone:	null775/351-2405
		Vendor No.:	T27017486
		NV Business ID:	NV20041538232

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Building 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? **No** or b. other effective date **08/01/2014**

Anticipated BOE meeting date 09/2014

Retroactive? **Yes**

If "Yes", please explain

The first solicitation to vendors for this service produced extremely high-dollar bids resulting in a second solicitation being issued in hopes of receiving lower bids. Having to solicit vendors a second time delayed the contracting process significantly as additional time was necessary to conduct a mandatory site walk-through as well as time to allow for bid submission and contract preparation.

3. Termination Date: **07/31/2018**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Janitorial Service**

5. Purpose of contract:

This is a new contract which provides ongoing janitorial service for Nevada Early Intervention Services located at 2667 Enterprise Drive, Reno, Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$84,160.00**

Payment for services will be made at the rate of \$1,495.00 per month

Other basis for payment: \$1,020 for annual carpet cleaning; \$75 for annual hard floor strip and wax service; \$295 for Head Start annual hard floor strip and wax service; \$460 for annual window cleaning; \$5,000 in extra services on an as-needed basis and at the request and approval of a Buildings and Grounds designee.

II. JUSTIFICATION

7. What conditions require that this work be done?

Routine janitorial services are required for State occupied buildings to ensure a safe and healthy environment for the public and State employees.

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

Lack of manpower.

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 awarded vendor presented the 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?

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:

07/2010-current with Buildings and Grounds; Service 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	csweeney	07/16/2014 13:43:33 PM
Division Approval	csweeney	07/16/2014 13:43:36 PM
Department Approval	csweeney	07/16/2014 13:43:39 PM
Contract Manager Approval	mkossman	07/16/2014 14:13:20 PM
Budget Analyst Approval	jrodrig9	07/16/2014 16:30:58 PM
BOE Agenda Approval	cwatson	07/18/2014 07:10:31 AM
BOE Final Approval	Pending	



**DEPARTMENT OF ADMINISTRATION
ADMINISTRATIVE SERVICES DIVISION**

**209 E. Musser Street, Room 304
Carson City, Nevada 89701-4204
(775) 684-0273
Fax (775) 684-0275**

MEMORANDUM

July 16, 2014

TO: Jim Rodriguez
Budget Analyst

FROM: Michelle Kossmann, Admin Services Division, Contracts Section

RE: Retroactive Start Date Request Memo for F.A.A.D. Janitorial

This is a request for a retroactive start date of August 1, 2014 for F.A.A.D. Janitorial contract (CETS #15879). This is a new contract for which provides ongoing janitorial service for Early Intervention Services located at 2667 Enterprise Dr, Reno, Nevada.

The first solicitation to vendors for this service produced extremely high-dollar bids resulting in a second solicitation being issued in hopes of receiving lower bids. Having to solicit vendors a second time delayed the contracting process significantly as additional time was necessary to conduct a mandatory site walk-through as well as time to allow for bid submission and contract preparation.

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: **15821**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1349-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **HANER, KEVIN DBA HANER CONSTRUCTION**Contractor Name: **HANER, KEVIN DBA HANER CONSTRUCTION**Address: **5201 PATRICIA AVE**City/State/Zip: **LAS VEGAS, NV 89130-2609**Contact/Phone: **null702/804-1570**Vendor No.: **T27024528**NV Business ID: **NV20091535401**To what State Fiscal Year(s) will the contract be charged? **2015-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Building 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: **08/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/11/2018**Contract term: **4 years and 11 days**4. Type of contract: **Contract**Contract description: **General Contracting**

5. Purpose of contract:

This is a new contract to provide general contracting services on an as needed basis to various state facilities in the Las Vegas area.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$90,000.00**

Other basis for payment: Engineering \$175 per hour, Electrician \$95 per hour, HVAC \$95 per hour, Plumber \$95 per hour, Foreman/Superintendent \$75 per hour, AutoCAD/Drafting \$75 per hour, Labor \$55 per hour, Overtime and Weekends at 150% of normal hourly rate.

II. JUSTIFICATION

7. What conditions require that this work be done?

Construction and tenant improvement work is sometimes necessary for State buildings.

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

Lack of manpower 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 Applicableb. Solicitation Waiver: **Not Applicable**

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

Several vendors are contracted with the State simultaneously to provide these 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:

03/2010 - 02/2014; Buildings and Grounds - Service 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	csweeney	06/26/2014 15:54:09 PM
Division Approval	csweeney	06/26/2014 15:54:12 PM
Department Approval	csweeney	06/26/2014 15:54:16 PM
Contract Manager Approval	mkossmann	06/26/2014 16:12:06 PM
Budget Analyst Approval	jrodrig9	06/27/2014 17:09:51 PM
BOE Agenda Approval	cwatson	07/16/2014 09:33:08 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: **15263**Amendment Number: **3**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Legal Entity Name: **CARPENTER SELLERS ASSOC DBA
CARPENTER SELLERS ARCHITECTS**Agency Code: **082**Contractor Name: **CARPENTER SELLERS ASSOC DBA
CARPENTER SELLERS ARCHITECTS**Appropriation Unit: **1510-63**Address: **1919 S JONES BLVD STE C**Is budget authority available?: **Yes**City/State/Zip **LAS VEGAS, NV 89146**

If "No" please explain: Not Applicable

Contact/Phone: null702/251-8896

Vendor No.: T80997582

NV Business ID: NV19871041301

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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 % 13% Univ Sys Rcpt, 10% trans from Cap Proj Fnd, 55% trans from Treas, 22% trans - Pub Works

Agency Reference #: 92114

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/04/2014**

Anticipated BOE meeting date 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2017**Contract term: **3 years and 146 days**4. Type of contract: **Contract**Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is the third amendment to the original contract, which provides professional architectural/engineering services for the University of Las Vegas Hotel College Academic Building; Project No. 13-P05; Contract No. 92114. This amendment increases the maximum amount from \$2,838,108 to \$2,872,573 to provide additional services for program changes from the using agency that required the architect to revise the plans and maintain the current schematic design schedule. The amendment also revises section 10.4.1 to omit the furniture, fixtures and equipment as being part of the construction cost.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$2,794,118.00
2. Total amount of any previous contract amendments:	\$43,990.00
3. Amount of current contract amendment:	\$34,465.00
4. New maximum contract amount:	\$2,872,573.00

II. JUSTIFICATION

7. What conditions require that this work be done?

2013 CIP

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

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

demonstrated the required expertise for work on this project

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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:

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	dgrimm	07/01/2014 11:24:57 AM
Division Approval	dgrimm	07/01/2014 11:25:00 AM
Department Approval	dgrimm	07/01/2014 11:25:04 AM
Contract Manager Approval	dgrimm	07/01/2014 16:10:58 PM
Budget Analyst Approval	jrodrig9	07/03/2014 11:12:05 AM
BOE Agenda Approval	cwatson	07/16/2014 09:33:52 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: **15174**Amendment Number: **1**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Legal Entity Name: **CURTAIN WALL DESIGN &**Agency Code: **082**Contractor Name: **CURTAIN WALL DESIGN &**Appropriation Unit: **1567-15**Address: **CONSULTING INC
2400 SOUTH CIMARRON, STE. 125**Is budget authority available?: **Yes**City/State/Zip: **LAS VEGAS, NV 89117**

If "No" please explain: Not Applicable

Contact/Phone: **Jon Belnap 702/222-9349**Vendor No.: **T29032419**NV Business ID: **NV20051436120**To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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 %	X Bonds	96.00 %
Highway Funds	0.00 %	X Other funding	4.00 % Transfer from Treasurer - Bonds

Agency Reference #: **88215**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/02/2013**Anticipated BOE meeting date **08/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2017**Contract term: **3 years and 210 days**4. Type of contract: **Contract**Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is the first amendment to the original contract, which provides professional architectural/engineering services for the roof replacement at the Southern Nevada Veterans Home, Project No. 13-M56; Contract No. 88215. This amendment increases the maximum amount from \$45,800 to \$95,630 to design and develop a scope of work and drawings to replace the metal roofing system along with the installation of a new roofing system and meet with the Veterans Home and Public Works Division during the design and construction phases. The endorsement also provides for an additional seven days of roof observation during construction. The additional scope of work is based on the final selection of alternative design solutions provided in the first phase of this contract.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$45,800.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$49,830.00
4. New maximum contract amount:	\$95,630.00

II. JUSTIFICATION

7. What conditions require that this work be done?

2013 CIP

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

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

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	dgrimm	07/08/2014 13:44:23 PM
Division Approval	dgrimm	07/08/2014 13:44:27 PM
Department Approval	dgrimm	07/08/2014 13:44:32 PM
Contract Manager Approval	dgrimm	07/08/2014 16:18:03 PM
Budget Analyst Approval	jrodrig9	07/16/2014 12:38:31 PM
BOE Agenda Approval	cwatson	07/18/2014 07:12:34 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: **15825**Agency Name: **GOVERNOR'S OFFICE OF
ECONOMIC DEVELOPMENT**Agency Code: **102**Appropriation Unit: **1526-11**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **KPS 3 INC**Contractor Name: **KPS 3 INC**Address: **50 W LIBERTY ST STE 640**City/State/Zip: **RENO, NV 89501-1946**Contact/Phone: **Scott Walquist 775/686-7439**Vendor No.: **PUR0004720**NV Business ID: **NV19941094961**To what State Fiscal Year(s) will the contract be charged? **2015-2017**

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 #: 102

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/13/2014**

Anticipated BOE meeting date 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/31/2016**Contract term: **2 years and 19 days**4. Type of contract: **Contract**Contract description: **GOED Marketing Firm**

5. Purpose of contract:

This is a new contract to provide full-service marketing agencies to market Nevada and the Governor's Office of Economic Development to local, national and international decision-makers.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$300,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Nevada Revised Statutes (NRS) 231.

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

GOED does not have the expertise to provide this type of 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?

Pursuant to RFP #2076, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 05/06/2014 Anticipated re-bid date: 02/15/2018

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	swoodbur	06/18/2014 14:39:08 PM
Division Approval	swoodbur	06/18/2014 14:39:10 PM
Department Approval	swoodbur	06/18/2014 14:39:13 PM
Contract Manager Approval	swoodbur	06/18/2014 16:37:13 PM
Budget Analyst Approval	sewart	07/10/2014 16:12:27 PM
BOE Agenda Approval	jborrowm	07/16/2014 10:21:08 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: **15133**Amendment
Number: **1**Agency Name: **ADMIN - ENTERPRISE IT SERVICES**Legal Entity
Name: **DELL FINANCIAL SERVICES LLC**Agency Code: **180**Contractor Name: **DELL FINANCIAL SERVICES LLC**Appropriation Unit: **1385-26**Address: **1 DELL WAY**Is budget authority
available?: **Yes**City/State/Zip **ROUND ROCK, TX 78682-7000**

If "No" please explain: Not Applicable

Contact/Phone: null925-487-1051

Vendor No.: T29019314

NV Business ID: NV19971069039

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Computer Facility 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 **No** or b. other effective date **08/01/2013**
Examiner's approval?

Anticipated BOE meeting date 08/2014

Retroactive? **Yes**

If "Yes", please explain

Due to researching the difference between operating leases and capital leases, prolonged review and negotiations by counsel for both sides, and conflicting information regarding the process of approval, the deadline to have the lease amendment in place was inadvertently delayed. Operating lease language in SAM 0328 was clarified during the May 13, 2014 BOE meeting. Until this clarification, it was unclear if operating leases required BOE approval.

3. Previously Approved **07/31/2017**
Termination Date:Contract term: **4 years and 243 days**4. Type of contract: **Lease/Purchase Agreement**Contract description: **Storage Equipment**

5. Purpose of contract:

This is the first amendment to the original lease, which provides for information technology (IT) equipment via upgrade and/or replacement, thereby allowing Enterprise IT Services (EITS) to provide essential IT services and data storage to the various state agencies served by EITS. This amendment increases the maximum amount from \$968,496.51 to \$2,901,752.54 and extends the expiration date of the contract from July 31, 2017 to November 30, 2017 to provide for additional equipment and service requirements.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$968,496.51
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$1,933,256.03
4. New maximum contract amount:	\$2,901,752.54
and/or the termination date of the original contract has changed to:	03/31/2018

II. JUSTIFICATION

7. What conditions require that this work be done?

If not done the potential for production systems failure in Las Vegas and Carson City is high. It will also not be available for Disaster Recovery operations that may be required.

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

We will have 3 employees sent to LV for the installation. Installation and migration will take at least a week.

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 #: 130710A, B, C, D, E

Approval Date: 07/31/2013

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

WSCA contract terms have been competitively bid and the operating lease terms are equal to or better than the contract WSCA prices, the competitive bid is not necessary.

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	csweeney	06/18/2014 13:50:15 PM
Division Approval	csweeney	06/18/2014 13:50:20 PM
Department Approval	csweeney	06/18/2014 13:50:25 PM
Contract Manager Approval	mkossmann	07/01/2014 09:12:06 AM
DoIT Approval	csweeney	07/01/2014 09:16:44 AM
Budget Analyst Approval	sewart	07/10/2014 16:11:35 PM
BOE Agenda Approval	jborrowm	07/16/2014 10:46:44 AM

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

Jeff Mohlenkamp
Director

Greg Smith
Administrator

Purchasing Use Only:

Approval#: **130710 E**

Amendment 5

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:			
State Agency: Enterprise IT Services			
Contact Name and Title		Phone Number	Email Address
David Gustafson, Chief Information Officer		(775) 684-5849	<u>dgustafson@admin.nv.gov</u>
Michelle Kossmann, Program Officer I		(775) 684-0241	<u>michelle.kossmann@admin.nv.gov</u>

Vendor Information:	
Identify Vendor:	Dell Financial Services
Contact Name:	Robert Kraft
Address:	One Dell Way, Round Rock, TX 78682
Telephone Number:	(925) 487-1051
Email Address:	<u>robert_kraft@dell.com</u>

Type of Waiver Requested – Check the appropriate type:	
1c Sole or Single Source:	X
Professional Service Exemption:	

Contract Information:			
1d Is this a new Contract?	Yes	No	X
Amendment:	#Five		
CETS:	#15133 / Sole Source #130710		

Term:			
1e One (1) Time Purchase:			
Contract:	Start Date:	8/1/2013	3/31/2018

Funding:	
1f State Appropriated:	X
Federal Funds:	
Grant Funds:	
Other (Explain):	

Total Estimated Value of this Service Contract, Amendment or Purchase:	
1g	Master Lease Agreement, Amendment 5, Order #6 is in the amount of \$109,175.94

	Provide a description of work/services to be performed or commodity/good to be purchased:
	Order #6 against the Master Lease Agreement is for hardware and software:
2	<p>Part #1 – Server Blades – The purchase of servers for the databases that EITS hosts. Replaces equipment that has exceeded its useful life.</p> <p>Part #2 – VMware Software and Support – The purchase of software and support for the above servers.</p>

	What are the unique features/qualifications required for this service or good that are not available from any other vendor:
3	We are leasing from the manufacturer directly, all the equipment and software are expansions of already existing equipment and software. The State already has a Master Lease Agreement in place with this vendor at 0% interest. This amendment will add a schedule for the above detailed equipment.

	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:
4	<p>The matching of the equipment is necessary to keep labor low. This is an expansion of an existing system, as such the equipment and licensing needs to match. The State already has a Master Lease Agreement in place with this vendor at 0% interest; no other vendor can beat this rate.</p> <p>The equipment and software have either met or beat Western States Contracting Alliance (WSCA) pricing which is competitively bid already.</p>

	Were alternative services or commodities evaluated? Check One.	Yes:		No:	✓
5	a. If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.				
	b. If not, why were alternatives not evaluated?				
	The alternatives would require changing the warranty on all equipment. WSCA is already competitively bid.				

	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers must accompany this request.				Yes:	✓	No:	
6	a. If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:							
	Term Start and End Dates		Value	Short Description		Type of Procurement (RFP, RFQ, Waiver)		
	8/2013	7/2017	\$968,496.51	Master Lease Agreement w/ Order #1		Waiver #130710		

	8/2013	11/2017	\$256,218.99	Amendment One (Order#2)	Waiver # 130710 A
	8/2013	3/2018	\$901,658.93	Amendment Two (Order#3)	Waiver # 130710 B
	8/2013	3/2018	\$14,950.00	Amendment Three (Order#4)	Waiver # 130710 C
	8/2013	3/2018	\$651,252.17	Amendment Four (Order#5)	Waiver # 130710 D

	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
7	<p><i>Failure to acquire this equipment would have the following consequences:</i></p> <p><i>The State of Nevada will soon expect failures of the servers that house customer's databases. In the event of a system failure Enterprise IT Services (EITS) would have to restore the databases somewhere causing unexpected downtime which could prevent all law enforcement officers from being able to access warrant, and criminal history information; thus putting all law enforcement personnel in danger.</i></p>

	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
8	<p><i>When the Master Lease Agreement was completed, it was taken into consideration that the WSCA contracts rates had been competitively bid and the vendor pricing will be WSCA contract terms or better, no additional market research was conducted.</i></p>

	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:	X	No:	
9	<p>a. <i>If yes, please provide details regarding future obligations or needs.</i></p> <p><i>If the growth in server needs exceeds the equipment's capabilities in the next 4 years then yes we will need to lease additional blade servers. If that unplanned for growth is not reached then no.</i></p>				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.


Agency Representative Initiating Request

Michelle Kassmann
Print Name of Agency Representative Initiating Request

5/5/14
Date


Signature of Agency Head Authorizing Request

David Kistner
Print Name of Agency Head Authorizing Request

5/12/14
Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:



Administrator, Purchasing Division or Designee


5/19/14
Date



Purchasing Use Only:

Approval#:

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:			
State Agency: <i>Enterprise IT Services</i>			
Contact Name and Title		Phone Number	Email Address
<i>David Gustafson, Chief Information Officer</i>		<i>(775) 684-5849</i>	<i>dgustafson@admin.nv.gov</i>
<i>Michelle Kossmann, Program Officer I</i>		<i>(775) 684-0241</i>	<i>michelle.kossmann@admin.nv.gov</i>

Vendor Information:	
1b Identify Vendor:	<i>Dell Financial Services</i>
Contact Name:	<i>Robert Kraft</i>
Address:	<i>One Dell Way, Round Rock, TX 78682</i>
Telephone Number:	<i>(925) 487-1051</i>
Email Address:	<i>robert_kraft@dell.com</i>

Type of Waiver Requested – Check the appropriate type:	
1c Sole or Single Source:	<input checked="" type="checkbox"/>
Professional Service Exemption:	

Contract Information:			
1d Is this a new Contract?	Yes	No	<input checked="" type="checkbox"/>
Amendment:	<i>#Four</i>		
CETS:	<i>#15133 / Sole Source #130710</i>		

Term:			
1e One (1) Time Purchase:			
Contract:	Start Date:	<i>8/1/2013</i>	<i>3/31/2018</i>

Funding:	
1f State Appropriated:	<input checked="" type="checkbox"/>
Federal Funds:	
Grant Funds:	
Other (Explain):	

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	<i>Master Lease Agreement, Amendment 4, Order #5 is in the amount of \$651,252.17</i>

2	Provide a description of work/services to be performed or commodity/good to be purchased:
	<p>Order #5 against the Master Lease Agreement is for hardware and CommVault Software for backup system:</p> <p>Part #1 – Backup System – CommVault Backup system expansion. Includes both licensing and additional storage for the backup of Department of Public Safety data, including warrant and criminal history information.</p> <p>Part #2 – Patch Management System – Kace patch management system for DPS servers and the pushing out of CommVault clients.</p>

3	What are the unique features/qualifications required for this service or good that are not available from any other vendor:
	<p><i>We are leasing from the manufacturer directly, all the equipment and software are expansions of already existing equipment and software. The State already has a Master Lease Agreement in place with this vendor at 0% interest. This amendment will add a schedule for the above detailed equipment.</i></p>

4	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:
	<p><i>The matching of the equipment is necessary to keep labor low. This is an expansion of an existing system, as such the equipment and licensing needs to match. The State already has a Master Lease Agreement in place with this vendor at 0% interest; no other vendor can beat this rate.</i></p> <p><i>The equipment and software have either met or beat Western States Contracting Alliance (WSCA) pricing which is competitively bid already.</i></p>

5	Were alternative services or commodities evaluated? Check One.	Yes:		No:	<input checked="" type="checkbox"/>
	a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i>				
	b. <i>If not, why were alternatives not evaluated?</i>				
<p><i>The alternatives would require changing the warrantee on all equipment. WSCA is already competitively bid.</i></p>					

6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers must accompany this request.				Yes:	<input checked="" type="checkbox"/>	No:	
	a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i>							
	Term Start and End Dates		Value	Short Description		Type of Procurement (RFP, RFQ, Waiver)		
	8/2013	7/2017	\$968,496.51	Master Lease Agreement w/		Waiver #130710		

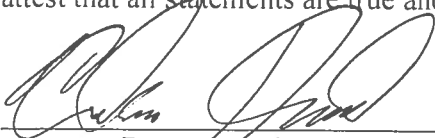
				Order #1	
	8/2013	11/2017	\$256,218.99	Amendment One (Order#2)	Waiver #
	8/2013	3/2018	\$901,658.93	Amendment Two (Order#3)	Waiver #
	8/2013	3/2018	\$14,950.00	Amendment Three (Order#4)	Waiver #

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?				
	<i>Failure to acquire this equipment would have the following consequences:</i>				
	<i>The State of Nevada will not be able to back-up the Department of Public Safety (DPS) servers. In the event of a system failure Enterprise IT Services (EITS) would not be able to restore the failed systems which would prevent all law enforcement officers from being able to access warrant, and criminal history information; thus putting all law enforcement personnel in danger.</i>				
	<i>DPS will not have <u>Disaster Recover (DR) capability</u> for Windows and Linux servers. This will leave system without a way to restore data if they fail.</i>				
	<i>DPS Information Technology (IT) department will not be able to continue to merge with ETIS as required by the legislature.</i>				

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?				
	<i>When the Master Lease Agreement was completed, it was taken into consideration that the WSCA contracts rates had been competitively bid and the vendor pricing will be WSCA contract terms or better, no additional market research was conducted.</i>				

9	Will this purchase obligate the State to this vendor for future purchases? Check One.				Yes:	X	No:	
	<i>a. If yes, please provide details regarding future obligations or needs.</i>							
	<i>If the growth in server needs for DPS Information Technology exceeds the equipment's capabilities in the next 4 years then yes we will need to lease additional blade servers. If that unplanned for growth is not reached then no.</i>							

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.



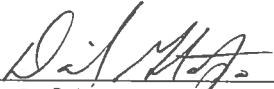
Agency Representative Initiating Request

Charles Davidson

Print Name of Agency Representative Initiating Request

4/9/14

Date



Signature of Agency Head Authorizing Request

David Astafson

Print Name of Agency Head Authorizing Request

4/15/14

Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

Representative Providing Review

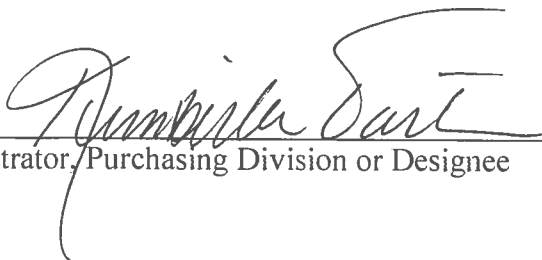
Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:



Administrator, Purchasing Division or Designee

Date



COPY

Purchasing Use Only:	
Approval#:	130710XC ^① Amendment 3

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:			
State Agency: <i>Enterprise IT Services</i>			
<i>Contact Name and Title</i>		<i>Phone Number</i>	<i>Email Address</i>
<i>David Gustafson, Chief Information Officer</i>		<i>(775) 684-5849</i>	<i>dgustafson@admin.nv.gov</i>
<i>Wendy Salispara, Program Officer I</i>		<i>(775) 684-0229</i>	<i>wdsalispara@admin.nv.gov</i>

Vendor Information:	
Identify Vendor:	<i>Dell Financial Services</i>
Contact Name:	<i>Robert Kraft</i>
Address:	<i>One Dell Way, Round Rock, TX 78682</i>
Telephone Number:	<i>(925) 487-1051</i>
Email Address:	<i>robert.kraft@dell.com</i>

Type of Waiver Requested - Check the appropriate type:	
1c Sole or Single Source:	<input checked="" type="checkbox"/> X
Professional Service Exemption:	

Contract Information:			
1d Is this a new Contract?	Yes	No	<input checked="" type="checkbox"/> X
Amendment:	<i>#Three</i>		
CETS:	<i>#15133 / Sole Source #130710</i>		

Term:			
1e One (1) Time Purchase:			
Contract:	Start Date:	<i>8/1/2013</i>	<i>3/31/2018</i>

Funding:	
1f State Appropriated:	<input checked="" type="checkbox"/> X
Federal Funds:	
Grant Funds:	
Other (Explain):	

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	<i>Master Lease Agreement, Amendment 3, Order #4 is in the amount of \$14,950.00</i>

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

Jeff Mohlenkamp
Director

Greg Smith
Administrator

Purchasing Use Only:

Approval#: **130710XC**
Amendment 3

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency: Enterprise IT Services		
	Contact Name and Title	Phone Number	Email Address
	David Gustafson, Chief Information Officer	(775) 684-5849	<u>dgustafson@admin.nv.gov</u>
	Wendy Salispara, Program Officer I	(775) 684-0229	<u>wdsalispara@admin.nv.gov</u>

1b	Vendor Information:	
	Identify Vendor:	Dell Financial Services
	Contact Name:	Robert Kraft
	Address:	One Dell Way, Round Rock, TX 78682
	Telephone Number:	(925) 487-1051
	Email Address:	<u>robert_kraft@dell.com</u>

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	X
	Professional Service Exemption:	

1d	Contract Information:			
	Is this a new Contract?	Yes	No	X
	Amendment:	#Three		
	CETS:	#15133 / Sole Source #130710		

1e	Term:			
	One (1) Time Purchase:			
	Contract:	Start Date:	8/1/2013	3/31/2018

1f	Funding:	
	State Appropriated:	X
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	Master Lease Agreement, Amendment 3, Order #4 is in the amount of \$14,950.00

2	Provide a description of work/services to be performed or commodity/good to be purchased:
	<p>Order #4 against the Master Lease Agreement is for storage hardware, specifically hard drives:</p> <p>Part #1 – Hard Drives for Carson City – These drives are into the Dell Compellent Storage Area Network (SAN). These are needed to increase our storage to meet demand.</p> <p>Part #2 - Hard Drives for Las Vegas – These drives are into the Dell Compellent Storage Area Network (SAN). These are needed to increase our storage to meet demand. This site gets a copy of all the data from Carson for Disaster recovery purposes.</p>

3	What are the unique features/qualifications required for this service or good that are not available from any other vendor:
	<p>We are leasing from the manufacturer directly, all the equipment and software are expansions of already existing equipment and software. The State already has a Master Lease Agreement in place with this vendor at 0% interest. This amendment will add a schedule for the above detailed equipment.</p>

4	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:
	<p>There is a Western States Contracting Alliance (WSCA) contract in place but the contract does not provide for the option to lease equipment. The vendor has committed, under the Master Lease Agreement, to meet or beat WSCA prices that have already been competitively bid.</p>

5	Were alternative services or commodities evaluated? Check One.	Yes:		No:	✓
	a. If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.				
	b. If not, why were alternatives not evaluated?				
	The alternatives would require changing the warrantee on all equipment. WSCA is already competitively bid.				

6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers must accompany this request.	Yes:		No:	
	a. If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:				


Term Start and End Dates		Value	Short Description	Type of Procurement (RFP, RFQ, Waiver)
8/2013	7/2017	\$968,496.51	Master Lease Agreement w/ Order #1	Waiver #130710
8/2013	11/2017	\$256,218.99	Amendment One (Order#2)	Waiver #
8/2013	3/2018	\$901,658.93	Amendment Two (Order#3)	Waiver #
		\$		
		\$		

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<p><i>Failure to acquire this equipment would have the following consequences:</i></p> <p><i>The State of Nevada will not be able to handle the storage from the DPS servers. This will result in much of the DPS equipment not being replaced. Most of DPS servers are past their end of life. Failure of this equipment could cause all law enforcement officers from being able to access warrant, and criminal history information; thus putting all law enforcement personnel in danger.</i></p> <p><i>DPS Information Technology (IT) department will not be able to continue to merge with Enterprise IT Services (ETIS) as required by the legislature.</i></p>

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	<p><i>When the Master Lease Agreement was completed, it was taken into consideration that the WSCA contracts rates had been competitively bid and the vendor pricing will be WSCA contract terms or better, no additional market research was conducted.</i></p>

9	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				
	<p><i>If the growth in server needs for DPS Information Technology exceeds the equipment's capabilities in the next 4 years then yes we will need to lease additional blade servers. If that unplanned for growth is not reached then no.</i></p>				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.



 Agency Representative Initiating Request

Michelle Kossmann
Print Name of Agency Representative Initiating Request

3/7/14
Date

David Gustafson
Signature of Agency Head Authorizing Request

3/17/14

David Gustafson
Print Name of Agency Head Authorizing Request

Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

Aleg Smith
Administrator, Purchasing Division or Designee

4-2-14
Date

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



COPY

Brian Sandoval
Governor

Jeff Mohlenkamp
Director

Greg Smith
Administrator

Purchasing Use Only:

Approval#: 130710XBC

Amendment 2

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:			
State Agency: Enterprise Information Technology Services (EITS)			
Contact Name and Title		Phone Number	Email Address
David Gustafson, Chief Information Officer		(775) 684-5849	dgustafson@admin.nv.gov
Wendy Salispara, Program Officer I		(775) 684-0229	wdsalispara@admin.nv.gov

Vendor Information:	
Identify Vendor:	Dell Financial Services
Contact Name:	Robert Kraft
Address:	One Dell Way, Round Rock, TX 78682
Telephone Number:	(925) 487-1051
Email Address:	robert.kraft@dell.com

Type of Waiver Requested - Check the appropriate type:	
1c Sole or Single Source:	X
Professional Service Exemption:	

Contract Information:				
1d Is this a new Contract?	Yes		No	X
Amendment:	#Two			
CETS:	#15133 / Sole Source #130710			

Term:				
1e One (1) Time Purchase:				
Contract:	Start Date:	8/1/2013		3/31/2018

Funding:	
1f State Appropriated:	X
Federal Funds:	
Grant Funds:	
Other (Explain):	

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	Master Lease Agreement, Amendment 2, Order #3 is in the amount of \$901,658.93.



Purchasing Use Only:	
Approval#:	130710 A B <i>Amendment 2</i>

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:			
State Agency: Enterprise Information Technology Services (EITS)			
<i>Contact Name and Title</i>		<i>Phone Number</i>	<i>Email Address</i>
<i>David Gustafson, Chief Information Officer</i>		<i>(775) 684-5849</i>	<i>dgustafson@admin.nv.gov</i>
<i>Wendy Salispara, Program Officer I</i>		<i>(775) 684-0229</i>	<i>wdsalispara@admin.nv.gov</i>

Vendor Information:		
1b	Identify Vendor:	<i>Dell Financial Services</i>
	Contact Name:	<i>Robert Kraft</i>
	Address:	<i>One Dell Way, Round Rock, TX 78682</i>
	Telephone Number:	<i>(925) 487-1051</i>
	Email Address:	<i>robert_kraft@dell.com</i>

Type of Waiver Requested – Check the appropriate type:		
1c	Sole or Single Source:	<i>X</i>
	Professional Service Exemption:	

Contract Information:				
1d	Is this a new Contract?	Yes	No	<i>X</i>
	Amendment:	<i>#Two</i>		
	CETS:	<i>#15133 / Sole Source #130710</i>		

Term:			
1e	One (1) Time Purchase:		
	Contract:	Start Date:	<i>8/1/2013</i>

Funding:		
1f	State Appropriated:	<i>X</i>
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	<i>Master Lease Agreement, Amendment 2, Order #3 is in the amount of \$901,658.93.</i>

	<p>Provide a description of work/services to be performed or commodity/good to be purchased:</p> <p>Order #3 against the Master Lease Agreement is for server hardware, Storage Area Network, Brocade Switches and Support, and Database Administration Servers as explained below:</p> <p>Part #1 - Server Hardware – Dell Blade Center, server blades, VMware licensing for the Carson City and Las Vegas sites.</p> <p>2 Part #2 Storage Area Network (SAN) – Dell Compellent storage for the servers. Adds storage to our existing Storage Area Network.</p> <p>Part #3 Brocade Switches and Support – Fiber switches to let the servers access the Storage Area Network. Needed in both Carson City and Las Vegas.</p> <p>Part #4 Database Administration (DBA) Servers – Custom configured servers needed to comply with database software licensing.</p>
--	---

<p>3</p>	<p>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</p> <p><i>We are leasing from the manufacturer directly, all the equipment and software are expansions of already existing equipment and software. The State already has a Master Lease Agreement in place with this vendor at 0% interest. This amendment will add a schedule for the above detailed equipment.</i></p>
-----------------	--

<p>4</p>	<p>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</p> <p><i>There is a Western States Contracting Alliance (WSCA) contract in place but the contract does not provide for the option to lease equipment. The vendor has committed, under the Master Lease Agreement, to meet or beat WSCA prices that have been competitively bid.</i></p>
-----------------	--

<p>5</p>	<p>Were alternative services or commodities evaluated? Check One.</p>	<p>Yes: <input type="checkbox"/></p>	<p>No: <input type="checkbox"/></p>	<p><input checked="" type="checkbox"/></p>
	<p>a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i></p>			
	<p>b. <i>If not, why were alternatives not evaluated?</i></p>			
	<p><i>The alternatives would require replacing all the enterprise system equipment in Carson City and Las Vegas, which is not cost effective.</i></p>			

6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers must accompany this request.				Yes:		No:	
	a. If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:							
	Term Start and End Dates		Value	Short Description	Type of Procurement (RFP, RFQ, Waiver)			
	8/2013	7/2017	\$968,496.51	Master Lease Agreement w/ Order #1	Waiver #130710			
	8/2013	11/2017	\$256,218.99	Amendment One (Order#2)	Waiver #130710A			
			\$					
		\$						

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?	
	Failure to acquire this equipment would have the following consequences:	
	The State of Nevada will not be in compliance with Federal Bureau of Investigation (FBI) security regulations Criminal Justice Information System (CJIS). This could result in the removal of FBI data from state access. This could prevent all law enforcement officers from being able to access warrant, and criminal history information; thus putting all law enforcement personnel in danger.	
	DPS Information Technology (IT) department will not be able to continue to merge with Enterprise IT Services (ETIS) as required by the legislature.	

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?	
	When the Master Lease Agreement was completed, it was taken into consideration that the WSCA contracts rates had been competitively bid and the vendor pricing will be WSCA contract terms or better, no additional market research was conducted.	

9	Will this purchase obligate the State to this vendor for future purchases? Check One.				Yes:	<input checked="" type="checkbox"/>	No:	
	a. If yes, please provide details regarding future obligations or needs.							
	If the growth in server needs for DPS Information Technology exceed the equipment's capabilities in the next 4 years then yes we will need to lease additional blade servers. If that unplanned for growth is not reached then no.							

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

Wendy Salispara
Agency Representative Initiating Request

Wendy Salispara
Print Name of Agency Representative Initiating Request

3-4-14
Date

David Carlson
Signature of Agency Head Authorizing Request

David Carlson
Print Name of Agency Head Authorizing Request

3/4/14
Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

Theresa J. Jant
Administrator, Purchasing Division or Designee

3/14/14
Date



Purchasing Use Only:	
Approval#:	130710 A Amendment 1

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:			
State Agency: Enterprise Information Technology Services (EITS)			
<i>Contact Name and Title</i>		<i>Phone Number</i>	<i>Email Address</i>
David Gustafson, Chief Information Officer		(775) 684-5849	dgustafson@admin.nv.gov
Wendy Salispara, Program Officer I		(775) 684-0229	wdsalispara@admin.nv.gov

Vendor Information:	
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Address:	One Dell Way, Round Rock, TX 78682
Telephone Number:	(925) 487-1051
Email Address:	robert.kraft@dell.com

Type of Waiver Requested – Check the appropriate type:	
1c Sole or Single Source:	X
Professional Service Exemption:	

Contract Information:			
1d Is this a new Contract?	Yes	No	X
Amendment:	#One		
CETS:	#15133 / Sole Source #130710		

Term:			
1e One (1) Time Purchase:			
Contract:	Start Date:	8/1/2013	End Date: 11/30/2017

Funding:	
1f State Appropriated:	X
Federal Funds:	
Grant Funds:	
Other (Explain):	

1g	Total Estimated Value of this Service Contract, Amendment or Purchase: Master Lease Agreement, Amendment 1, Order #2 is in the amount of \$256,218.99.						
2	Provide a description of work/services to be performed or commodity/good to be purchased: Order #2 against the Master Lease Agreement is for Switches and Server Hardware (server blades, fiber storage switches) for the Dell Blade Center for the Las Vegas site. This order is an amendment to the ongoing Master Lease Agreement put into place with Dell Financial Services.						
3	What are the unique features/qualifications required for this service or good that are not available from any other vendor: We are leasing from the manufacturer directly, all the equipment and software are expansions of already existing equipment and software. The State already has a Master Lease Agreement in place with this vendor at 0% interest. This amendment will add a schedule for the above detailed equipment.						
4	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source: There is a Western States Contracting Alliance (WSCA) contract in place but the contract does not provide for the option to lease equipment. The vendor has committed, under the Master Lease Agreement, to meet or beat WSCA prices that have been competitively bid.						
5	Were alternative services or commodities evaluated? Check One.				Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	<input checked="" type="checkbox"/>
	a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i>						
	b. <i>If not, why were alternatives not evaluated?</i> The alternatives would require replacing all the enterprise system equipment in Carson City and Las Vegas, which is not cost effective.						

6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers must accompany this request.				Yes:		No:	
	a. If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:							
	Term Start and End Dates		Value	Short Description	Type of Procurement (RFP, RFQ, Waiver)			
	8/2013	7/2017	\$968,496.51	Master Lease Agreement w/ Order #1	Waiver #130710			
			\$					
		\$						

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?	
	Order #2 for Switches and Server Hardware through the Master Lease Agreement Failure to acquire equipment would have the following consequences: - The state will not have Disaster Recovery capability for Windows and Linux servers, - Will not be able to provide servers to agencies located in Las Vegas, - Wasted money on the storage system that was previously installed in Las Vegas, - Would have to abandon agencies that we already provide services to that are located in Las Vegas.	

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?	
	When the Master Lease Agreement was completed, it was taken into consideration that the WSCA contracts rates had been competitively bid and the vendor pricing will be WSCA contract terms or better, no additional market research was conducted.	

9	Will this purchase obligate the State to this vendor for future purchases? Check One.				Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. If yes, please provide details regarding future obligations or needs.							
	If the growth in server needs for DPS Information Technology exceed the equipment's capabilities in the next 4 years then yes we will need to lease additional blade servers. If that unplanned for growth is not reached then no.							

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.


Agency Representative Initiating Request


Print Name of Agency Representative Initiating Request


Date


Signature of Agency Head Authorizing Request


Print Name of Agency Head Authorizing Request


Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review


Date

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If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:


Administrator, Purchasing Division or Designee


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: **15867**Agency Name: **ADMIN - ENTERPRISE IT SERVICES**Agency Code: **180**Appropriation Unit: **1388-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NYE COUNTY SHERIFF**Contractor Name: **NYE COUNTY SHERIFF**Address: **1520 E BASIN AVE STE 102**City/State/Zip: **PAHRUMP, NV 89060**Contact/Phone: **hstrozzi@co.nye.nv.us 775/751-7000**Vendor No.: **T80824550**NV Business ID: **Not Applicable**To what State Fiscal Year(s) will the contract be charged? **2015-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue Contract

Agency Reference #: **5595**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2014**Anticipated BOE meeting date **08/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **3 years and 303 days**4. Type of contract: **Revenue Contract**Contract description: **Rack Space Rental**

5. Purpose of contract:

This is a new revenue contract to provide for 13 rack spaces for public safety communications at Brock Mtn. in Nye County (4 racks), Montezuma Peak in Esmeralda County (4 racks), Warm Springs in Nye County (4 racks) and Sober Peak in Nye County (1 rack).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$112,560.54**

Other basis for payment: FY 2015, \$24,469.68; FY 2016, \$29,363.62; FY 2017, \$29,363.62; FY 2018, \$29,363.62

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a revenue generating contract

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

This is a revenue generating contract9. 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?

Not applicable

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:

They have been under contract with EITS/DoIT for many years 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 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	dbaughn	07/02/2014 09:33:17 AM
Division Approval	capple	07/02/2014 10:06:57 AM
Department Approval	capple	07/02/2014 10:07:00 AM
Contract Manager Approval	bbohm	07/08/2014 08:35:42 AM
Budget Analyst Approval	sewart	07/10/2014 16:10:13 PM
BOE Agenda Approval	jborrowm	07/16/2014 10:29:58 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: **15899**Agency Name: **NDE - DEPARTMENT OF EDUCATION**Agency Code: **300**Appropriation Unit: **2673-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **LEITNER, DAVID DBA PACIFIC RESEARCH ASSOCIATES**Contractor Name: **LEITNER, DAVID DBA PACIFIC RESEARCH ASSOCIATES**Address: **5201 SW WESTGATE DR STE 228**City/State/Zip: **PORTLAND, OR 97221-2427**Contact/Phone: **Dr. Dave Leitner 503/297-5300**Vendor No.: **T27019822**NV Business ID: **NV20101560126**To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/30/2015**Contract term: **1 year and 151 days**4. Type of contract: **Contract**Contract description: **Pre-K Evaluations**

5. Purpose of contract:

This is a new contract to develop and implement data collection procedures and prepare evaluations of Nevada's Early Childhood Education program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$91,500.00**

Other basis for payment: Bi-Monthly or Quarterly billings will reflect completed work per the Scope of Work at an amount not to exceed \$91,500.

II. JUSTIFICATION

7. What conditions require that this work be done?

State statute requires a longitudinal evaluation of the State Pre-K programs.

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

It is not appropriate for State employees to evaluate this State Pre-K program. It is more effective to have an outside entity who is familiar with the evaluation criteria perform the scope of work for this contract.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 #: 140604

Approval Date: 06/23/2014

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

This vendor has been providing these evaluation services for several years.

d. Last bid date: Anticipated re-bid date: 09/30/2015

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:

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	lyoun7	07/09/2014 15:18:29 PM
Division Approval	lyoun7	07/09/2014 15:18:32 PM
Department Approval	lyoun7	07/09/2014 15:18:35 PM
Contract Manager Approval	lyoun7	07/09/2014 15:18:38 PM
Budget Analyst Approval	sbrown	07/14/2014 09:10:26 AM
BOE Agenda Approval	sbrown	07/14/2014 09:10:31 AM
BOE Final Approval	Pending	

Attachment AA

State of Nevada
Department of Administration



Brian Sandoval
Governor

Purchasing D

Julia Teska
Director

515 E. Musse
Carson City,

Greg Smith
Administrator

Post-It® Fax Note	7671	Date	6/23/14	# of pages	4
To	Cindy Steffler	From	Anna Severens		
Co./Dept.		Co.			
Phone #		Phone #	775-687-9248		
Fax #	775-684-0188	Fax #			

Purchasing Use Only:
Approval#: 140604

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency: Nevada Department of Education		
	Contact Name and Title	Phone Number	Email Address
	Anna Severens, Early Childhood Education Programs Professional	(775)687-9248	aseverens@doe.nv.gov

1b	Vendor Information:	
	Identify Vendor:	Pacific Research Associates
	Contact Name:	Dr. David Leitner
	Address:	5201 SW Westgate Dr.; Portland, OR 97221
	Telephone Number:	(503)297-5300
	Email Address:	Davidleitner@aol.com

1c	Type of Waiver Requested - Check the appropriate type:	
	Sole or Single Source:	X
	Professional Service Exemption:	

1d	Contract Information:			
	Is this a new Contract?	Yes	X	No
	Amendment:	#		
	CETS:	#		

1e	Term:			
	One (1) Time Purchase:	With the option to renew annually thereafter.		
	Contract:	Start Date:	8/12/14	End Date: December 31, 2015

1f	Funding:	
	State Appropriated:	\$91,500
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	\$91,500

2	Provide a description of work/services to be performed or commodity/good to be purchased:
	This contractor has conducted the legislatively required annual and longitudinal evaluations for NV State PreK programs since 2001 as originally selected by individual school districts. This service and contractor was originally selected and paid for by the respective individual districts. In 2013, per legislation changes, evaluation responsibilities were transferred to the Nevada Department of Education every other year. Therefore, in order to maintain continuity of the evaluation in the second year of the funding, it is being requested that this Contractor be allowed to complete this funding year to maintain consistency of data collected and maintain all evaluation components.

3	What are the unique features/qualifications required for this service or good that are not available from any other vendor:
	This contractor has built the current State PreK database and has conducted the legislatively required evaluations. In order to maintain the continuity of the comprehensive data collected in the middle of the legislative funding years, we are requesting to continue this contract accordingly.

4	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:
	As originally selected and paid for by individual districts, this contractor has maintained this database and completed the required evaluation components for many years. Since this contractor has built and maintained the existing database and per the new legislative decision to now be paid directly by NDE, it would cause a significant disruption to the programs if this contractor is not allowed to close out the second year of this funding cycle.

5	Were alternative services or commodities evaluated? Check One.	Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
	a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i>				
	b. <i>If not, why were alternatives not evaluated?</i>				
	This contractor has successfully completed this comprehensive evaluation and database system for over 10 years, so we are requesting they be permitted to close out the second year of this funding cycle for continuity of data and consistent reporting purposes.				

6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers must accompany this request.			Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i>						
	<i>Term Start and End Dates</i>		<i>Value</i>	<i>Short Description</i>	<i>Type of Procurement (RFP, RFQ, Waiver)</i>		
	2001	present	\$	Previously this vendor was selected and paid for by respective districts.			
			\$				


		\$		
		\$		
		\$		

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	If denied, the state would lose the consistency of the current longitudinal database and evaluation system that has been created and successfully maintained over the lifetime of this program. It would also be extremely difficult to reestablish such in the second year of the funding cycle.

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	This contractor is extremely reasonably priced for what is required to perform. The price for these services has not increased over the duration of time services have been performed.

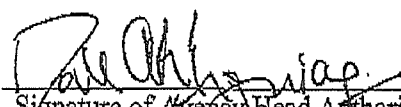
9	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				
	It is anticipated that this service will continue to be needed and provided, and therefore write for one year, with the option to renew annually thereafter. If not with this vendor, continued services will be requested through respective processes.				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.



Agency Representative Initiating Request

Janie Lowe 6-18-14
Print Name of Agency Representative Initiating Request Date



Signature of Agency Head Authorizing Request

Dale A.R. Erquiaga, Supt. 6/18/14
Print Name of Agency Head Authorizing Request Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the

information you provided. This signature does not exempt your agency from any other processes that may be required.

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:



Administrator, Purchasing Division or Designee

6-23-14

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: **14665** Amendment Number: **2**

Agency Name: **NDE - DEPARTMENT OF EDUCATION** Legal Entity Name: **Career and Technical Education Consortium of States, Inc.**

Agency Code: **300** Contractor Name: **Career and Technical Education Consortium of States, Inc.**

Appropriation Unit: **2676-78** Address: **1866 Southern Ln**

Is budget authority available?: **Yes** City/State/Zip: **Decatur, GA 30033-4033**

If "No" please explain: Not Applicable Contact/Phone: **null404-679-4501**

Vendor No.: **T27027121**

NV Business ID: **NV20131384237**

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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.

X	General Funds	75.00 %	Fees	0.00 %
X	Federal Funds	25.00 %	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 **08/13/2013**

Anticipated BOE meeting date 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2015**Contract term: **1 year and 321 days**4. Type of contract: **Contract**Contract description: **Skill Standards**

5. Purpose of contract:

This is the second amendment to the original contract, which provides analysis, review and development services to fully implement Nevada's state system of student career and technical skill standards and assessments. Develop and pilot assessments for each of the sets of validated state standards. This amendment increases the maximum amount from \$200,000 to \$456,800 to include the development of 13 additional assessments.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$200,000.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$256,800.00
4.	New maximum contract amount:	\$456,800.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada must implement end-of-program assessments to bring Nevada students into compliance with Nevada's Carl D. Perkins IV Federal Plan for State reporting. End-of-program assessments are also used to measure skill attainment for the purposes of program improvement

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

State agencies or employees do not have the experience or resources to develop and maintain secure third-party online assessment 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 #: 130403
Approval Date: 04/10/2013

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:
 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)?
 No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?
 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	bsotomay	07/03/2014 11:13:06 AM
Division Approval	bsotomay	07/07/2014 08:36:05 AM
Department Approval	lyoun7	07/09/2014 14:47:35 PM
Contract Manager Approval	bsotomay	07/09/2014 14:50:03 PM
Budget Analyst Approval	sbrown	07/13/2014 13:33:57 PM
BOE Agenda Approval	sbrown	07/14/2014 09:56:35 AM



Purchasing Use Only:	
Approval#:	130403B <i>Amendment 2</i>

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency: Education		
	Contact Name and Title	Phone Number	Email Address
	Mike Raponi, Director, Office of Career, Technical, and Adult Education	775-687-7283	mraponi@doe.nv.gov

Vendor Information:	
Identify Vendor:	Career and Technical Education Consortium of States, Inc. (CTECS)
Contact Name:	Tim Withee
Address:	1866 Southern Lane, Decatur, GA 30033-4097
Telephone Number:	404-679-4501
Email Address:	twithee@ctecs.org

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	Yes
	Professional Service Exemption:	

Contract Information:					
1d	Is this a new Contract?	Yes		No	XXX
	Amendment:	#2			
	CETS:	#14665			

1e	Term:				
	One (1) Time Purchase:				
	Contract:	Start Date:	7/1/2014	End Date:	6/30/2015

1f	Funding:	
	State Appropriated:	
	Federal Funds:	Yes
	Grant Funds:	
Other (Explain):		

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	\$256,800.00

2	<p>Provide a description of work/services to be performed or commodity/good to be purchased:</p> <ul style="list-style-type: none"> • <i>Analyze the existing education skill standards for specific areas by researching in order to compare their scope and quality with other state standards and make necessary recommendations based on research for finalizing state standards for business and industry validation.</i> • <i>Conduct a review of the state standards for specific areas before being finalized by the standards validation committee.</i> • <i>Develop and pilot assessments for each of the sets of validated standards based on these criteria:</i> • <i>Provide recommendation on any and all aspects of the standards validation process to ensure adequate stakeholder involvement</i> • <i>Facilitate the adopt/adapt/development process of creating valid and reliable assessments</i> • <i>Facilitate the item analysis process for each assessment once pilots are conducted</i> • <i>Set cut-scores for the purpose of live testing in May 2015</i> • <i>Sustain and improve the implementation of technical assessments in Nevada using the E-SESS online testing system.</i> • <i>Develop and implement up to 13 new assessments by May of 2015.</i> • <i>Conduct cut-score settings for the 22 assessments developed in the 2013-2014 fiscal year.</i> • <i>Sustain and improve a model to assess and certify workplace readiness skills for CTE students in Nevada</i> • <i>Implement the workplace readiness assessment in Nevada secondary institutions</i> • <i>Provide necessary training to Nevada State Testing Coordinator and regional test site administrators arranged through the Nevada State Testing Coordinator.</i> • <i>Ensure that post-testing data reports meet what is needed for Perkins IV State reporting and program improvement.</i> • <i>Provide ongoing technical assistance support throughout the process.</i> <p>Please Note:</p> <ul style="list-style-type: none"> • <i>This solicitation waiver request is necessary in order to amend the contract dollar amount to \$256,800. Previously, Waiver #130403A was approved to extend the time period to June 30, 2015 and to increase the contract authority by \$156,000. Amendment #1 of this contract was approved by the Clerk of the Board of Examiner to extend the time period, but not increase the dollar amount. This solicitation waiver request will be presented with Amendment #2 as a request to increase the contract authority only.</i>
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3 What are the unique features/qualifications required for this service or good that are not available from any other vendor:

In March 2011, CTECS was selected as the test provider to develop and implement a system of end-of-program technical assessments for students who complete a career and technical education (CTE) course sequence. The initial membership agreement was established for approximately 1.5 years and included the development and implementation of the assessment process for seven CTE programs in addition to technical assistance and guidance to develop refined state CTE standards. The agreement was renewed in FY13 in a much more expansive scope. In FY13, assessments for an additional 25 CTE programs were implemented by May 2013.

Because CTECS has been a membership organization over the years, the first two agreements Nevada established with CTECS were considered custom membership agreements, whereby some of the work and pricing structure was tailored to meet the needs of Nevada. Because the work that was needed to complete the assessment development in Nevada was custom work, establishment of a contract became necessary for FY14. Since more work is needed, we are requesting extension of the existing FY14 contract.

CTECS provides standards and assessment development services for other states, including South Carolina, Kentucky, Idaho, Oregon, Maine, Georgia, Virginia, and Arizona. Upon initial contact with CTECS, assessment professionals in other states were interviewed. For example, the representative from Kentucky described how that state used CTECS extensively to develop standards and assessments, and how Kentucky is looking at the full online model testing similar to what Nevada has undertaken. Virginia is now annually testing over 20,000 students for employability skills through CTECS, and Nevada has been able to fully capitalize on the standards and assessment model used in Virginia to Nevada's benefit, at a very low cost. Additionally, when developing assessments, item test banks already developed by other states who are members of the consortium are readily shared, similar to how the development work done in Nevada is now shared with other participating states.

CTECS is nationally recognized with over 37 years' experience in developing standards and assessment systems. CTECS uses a unique test-development process, using the adopt/adapt development model. This model uses a test construction process that ensures a direct alignment to the CTE standards; another model, which was not preferred, was to purchase off-the-shelf tests. (Purchasing off-the-shelf tests do not guarantee an alignment to state standards.) CTECS, which uses a time-proven model for assessment development endorsed by other states with advanced CTE systems, is unique in its approach. CTECS guides states to develop high-quality standards prior to developing the assessments. CTECS also has a unique, but proven method to ensure standards are properly validated by business and industry, again prior to the test development.

Also, it is important to note the State has adapted to the online testing process used by CTECS referred to as E-SESS. This system reports test question results that are directly aligned to the performance indicators in Nevada's CTE State Standards. This unique feature helped define this assessment development initiative in two ways: One, to show accountability for student results and, Two, to improve instruction. This test results, for example, are instantly reported and will show patterns of student knowledge against the performance indicators in each set of standards. It is also expected that test results reported in this way will also help direct and guide professional development and the sharing of instructional best practices among CTE teachers.

Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:

Implementing end-of-program assessments systemically as one system is paramount to accomplishing the objectives and the requirements for states to develop and implement technical assessments. Teachers, school administrators, postsecondary education and other stakeholders understand the system that has been started in Nevada since the State joined the Consortium. By May 2014, assessment for approximately 40% of the CTE programs in the State will have been developed under one system. To utilize another vendor would severely impede the progress made.

CTECS uses the Technology Fluency Institute (TFI) to manage the online testing. To date, the online testing has worked very well and the level of technical assistance from both CTECS and TFI has been superior. In 2014, more than 5,500 students from 11 school districts used the testing system to date. In 2013, approximately 55 percent of students who completed a CTE program were tested; in 2014, approximately 95 percent of students who completed a CTE program will be tested. All program completers take the assessment aligned to the employability skill standards.

To date, CTECS has helped Nevada establish standards and assessments for the following CTE programs:

*Accounting and Finance
Administrative Services
AG MET Equipment Fabrication Systems
Agriculture Business Systems
Agriculture Leadership, Comm., and Policy
Animal Science
Animation
Architectural and Civil Engineering
Architectural Drafting and Design
Automotive Technology
Baking and Pastry
Biomedical
Business Management
Collision Repair Technology
Computer Science
Construction Technology
Cosmetology
Culinary Arts
Digital Game Development
Drafting and Design
Early Childhood Education
Electronics Technology
Entrepreneurship
Environmental Management
Fashion, Textiles and Design
Fire Science
Floriculture Design and Management*

*Entrepreneurship
Environmental Management
Fashion, Textiles and Design
Fire Science
Floriculture Design and Management
Furniture and Cabinetmaking
Graphic Design
Hospitality and Tourism
IT Networking
IT Service and Support
Landscape Design and Management
Law Enforcement
Marketing
Mechanical Drafting and Design
Mechanical Technology
Medical Assistant
Metalworking
Natural Resources and Wildlife Management
Nursing Assistant
Ornamental Horticulture/Greenhouse Mngt.
Photography
Sports and Entertainment Marketing
Veterinary Science
Video Production
Web Design and Development
Welding Technology
Workplace Readiness Skills*

Because Nevada is heavily vested in the model assessment development process provided by CTECS, one that has taken more than three years of implementation for stakeholders and the Department, we feel it is of utmost importance to establish a long-term working relationship. Teachers from across the State have participated in the development process and it is finally to the point where it is embraced and understood more than before.

5	Were alternative services or commodities evaluated? Check One.		Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i>					
	At the onset of the first contract, information was generated from other suppliers and CTECS was found to be a good match for Nevada's CTE students. References were collected from states already using CTECS' services. Other vendors provide off-the-shelf assessments; the decision to develop assessments through CTECS was based on the collaboration of the participating states in the consortium and the need to ensure all assessments aligned directly to Nevada's State CTE Standards. The other challenge is finding a provider that specializes in custom developed assessments compared to vendors selling pre-developed products. The per test cost through CTECS, at \$8 per test for the end-of-program tests and \$9 per test for the Workplace Readiness Assessment is extremely cost effective. Off-the-shelf tests often cost as much as \$30 per test.					
	b. <i>If not, why were alternatives not evaluated?</i>					

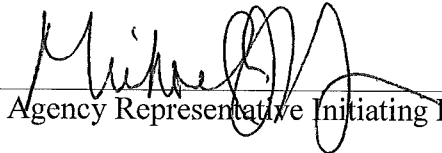
6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers must accompany this request.				Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i>							
	Term Start and End Dates		Value	Short Description	Type of Procurement (RFP, RFQ, Waiver)			
	8-13-13	6-30-14	\$200,000.00	CTECS contract	Waiver #130403			
	05-21-14	05-21-15	\$ 0	Time Extension	#130403A (M)			
		\$						

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<p><i>The developed tests are the intellectual property of CTECS and another supplier would have to start the process over again, at great cost to Nevada. There would be other setbacks as the Department of Education has made a concerted effort to ensure the testing system and process is understood at both the school district and high school levels. The development process would have to be re-started at great cost. Most difficult would be the calculation of the human capital, where thousands of hours have to be invested in terms of standards development, assessment development, industry validation, pilot testing and live testing.</i></p> <p><i>The Department of Education has committed itself to developing a system approach to end-of-program assessments for CTE students. Taking this approach was based partly on "lessons learned" where other state models were reviewed where a full systems approach was not developed. This approach also has the support of instructors, who will be more responsible for the results and outcomes of students who complete CTE programs.</i></p> <p><i>Through its affiliation with CTECS, Nevada has been able to fully capitalize on the Workplace Readiness System (WRS) developed in Virginia. The WRS includes twenty-one employability skill standards developed for schools in Virginia based on the extensive employer research conducted by the University of Virginia. These standards were fully presented to employers, economic and workforce development experts, and educators in Nevada and, because they were so well developed, were enacted into the Nevada Administrative Code in February of 2012 by the State Board of Education. To ensure high school CTE students in Nevada graduate with both the technical and employability skills employers say are vital, the State is now using the standards and the same assessment as is used in Virginia. Furthermore, Nevada and Virginia are forging a relationship in this area and soon data will be compared between the two states. This level of collaboration between two states dedicated to ensuring employability skills are properly integrated into CTE programs is both unique and very exciting. Some other states, such as Maine, Kentucky, and Idaho are interested in this type of collaboration as well.</i></p>

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	<p><i>Information was generated from other suppliers and CTECS was found to be a good match for Nevada's CTE students. References were collected from states already utilizing CTECS services. The key decision that affected the States decision to join the Consortium was the reputation of the assessment development process among the other member states, to include North Carolina, Kentucky, and Oregon. Other vendors provide off-the-shelf tests; the decision to develop assessments through the Consortium was based on the need to ensure all assessments are directly aligned to state standards. The other challenge is finding a provider that actually specializes in a customized approach to assessment development compared to vendors offering pre-developed products. The test cost through CTECS, at \$8 per test, is extremely cost effective. Off-the-shelf online assessments usually cost much more, up to \$30 per test.</i></p>

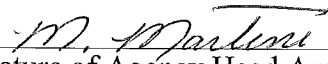
9	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:		No:	XX
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.


Agency Representative Initiating Request

Michael J. Raponi
Print Name of Agency Representative Initiating Request

6/30/14
Date


Signature of Agency Head Authorizing Request

6/30/14

Print Name of Agency Head Authorizing Request

Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

Representative Providing Review

N/A

Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:


Administrator, Purchasing Division or Designee

7/3/14
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: **13637** Amendment Number: **2**

Agency Name: **DEPARTMENT OF EDUCATION** Legal Entity Name: **21ST CENTURY STUDENT SUPPORT SERVICES**

Agency Code: **300** Contractor Name: **21ST CENTURY STUDENT SUPPORT SERVICES**

Appropriation Unit: **2709-65** Address: **4829 EAGLEWOOD CT**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89502**

If "No" please explain: Not Applicable Contact/Phone: **Vicki Bolton 775-771-3168**

Vendor No.: **T29017537**

NV Business ID: **NV20081291076**

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? **No** or b. other effective date **08/14/2012**

Anticipated BOE meeting date 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **08/13/2014**

Termination Date:

Contract term: **3 years and 47 days**4. Type of contract: **Contract**Contract description: **Technical Assistance**

5. Purpose of contract:

This is the second amendment to the original contract, which provides technical assistance and training to local school districts and community based organizations when entering data into a program to produce information that is required under federal funding regulations. This amendment extends the termination date from August 13, 2014 to September 30, 2015 and increases the maximum amount from \$151,470 to \$231,465 due to the need for updates to the data system to ensure data collection consistency across programs and includes yearly sustainability and marketing documents.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$144,870.00
2. Total amount of any previous contract amendments:	\$6,600.00
3. Amount of current contract amendment:	\$79,995.00
4. New maximum contract amount:	\$231,465.00
and/or the termination date of the original contract has changed to:	09/30/2015

II. JUSTIFICATION

7. What conditions require that this work be done?

The federal funding for 21st Century programs (Title IV, Part B) requires the state to submit detailed information (utilization rates, goals, objectives, participation, etc.) related to services provided by the programs funded by the state. In order to have the data accurate, it is necessary to provide technical assistance and training to the programs on an ongoing basis.

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

The Cayen System is the data collection process Nevada uses to obtain the information required by the United State Department of Education to evaluate the effectiveness of the 21st Century programs. The input of data into the Cayen System requires detailed knowledge of the system which neither Nevada Department of Education nor any state agency possesses.

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 the only applicant. Additionally, the vendor has experience in providing technical assistance and training to the programs.

d. Last bid date: Anticipated re-bid date: 08/01/2014

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:

Nevada Department of Education. The quality of service provided 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	mburto1	07/09/2014 08:50:40 AM
Division Approval	mburto1	07/09/2014 08:50:45 AM
Department Approval	lyoun7	07/09/2014 15:38:54 PM
Contract Manager Approval	mburto1	07/24/2014 09:02:39 AM
Budget Analyst Approval	myoun3	07/24/2014 09:22:42 AM
BOE Agenda Approval	cwatson	07/24/2014 09:50:57 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: **15887**

Agency Name:	NDE - DEPARTMENT OF EDUCATION	Legal Entity Name:	Las Vegas Clark County Urban League CCA
Agency Code:	300	Contractor Name:	Las Vegas Clark County Urban League CCA
Appropriation Unit:	2715-21	Address:	930 West Owens Ave
Is budget authority available?:	Yes	City/State/Zip	Las Vegas, NV 89109
If "No" please explain:	Not Applicable	Contact/Phone:	Kevin E. Hooks 702-636-3949
		Vendor No.:	T27009296
		NV Business ID:	NV20031302827

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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 08/2014

Retroactive? **Yes**

If "Yes", please explain

The Department of Education (DOE) could not enter into the new contract with Las Vegas Clark County Urban League CCA until the work program was approved at the IFC meeting on June 19, 2014, and the sub grant from Division of Welfare and Supportive Services was received. This contract involves various scopes of work and multiple funding sources, of with DOE will only be responsible for a portion of.

3. Termination Date: **12/31/2015**Contract term: **1 year and 152 days**4. Type of contract: **Contract**Contract description: **Early Learning & Dev**

5. Purpose of contract:

This is a new contract to provide fiscal intermediary services associated with the Nevada Child Care and Development program. Including the disbursement of child care provider payments and collaboration to assist low-income families, families receiving temporary public assistance and those transitioning from public assistance in obtaining child care.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$665,700.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Federal regulations require the State Lead Agency to coordinate the provision of Child Care and Development Fund child care services with other federal, state, and local child care and early childhood development programs

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

State employees do not have the resources or expertise to perform these duties.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3008, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee

d. Last bid date: 01/25/2013 Anticipated re-bid date: 06/01/2015

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:

Division of Welfare and Supportive Services - The quality of service provided 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:

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	mburto1	07/09/2014 14:26:46 PM
Division Approval	mburto1	07/09/2014 14:26:50 PM
Department Approval	lyoun7	07/23/2014 12:12:15 PM
Contract Manager Approval	lyoun7	07/23/2014 12:12:19 PM
Budget Analyst Approval	sbrown	07/23/2014 12:25:08 PM
BOE Agenda Approval	sbrown	07/23/2014 12:25:35 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

STATE OF NEVADA

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<http://teachers.nv.gov>

DALE A.R. ERQUIAGA
Superintendent of Public Instruction



DEPARTMENT OF EDUCATION
700 E. Fifth Street
Carson City, Nevada 89701-5096
(775) 687 - 9200 · Fax: (775) 687 - 9101
<http://www.doe.nv.gov>

July 7, 2014

TO: Susan Brown, Budget Analyst IV
Budget and Planning Division

THROUGH: Dale A.R. Erquiaga, Superintendent of Public Instruction
Department of Education

FROM: Lisa Young, Administrative Service Officer II

Re: Retroactive approval of the New Contract between the Department of Education and Las Vegas Clark County Urban League CAA

The Department of Education is requesting a retroactive approval of the above referenced Contract to July 1, 2014, in order to comply with Executive Order 2013-16.

Per Governor Sandoval's Executive Order 2013-16, the Department of Health and Human Services must transfer the Office of Early Child Care and Education (OECE) to the Department of Education (DOE), Division of Early Learning and Development as an opportunity to promote, facilitate, and further the goals and objectives for improving early childhood learning and development. The transfer of the OECE includes generating a new contract which will be effective July 1, 2014.

The Department of Education could not enter into the new contract with Las Vegas Clark County Urban League CAA until the work program was approved at the IFC meeting on June 19, 2014, and the sub grant from Division of Welfare and Supportive Services (DWSS) was received. This contract involves various scopes of work and multiple funding sources, of which DOE will only be responsible for a portion of.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathleen Burton".

Kathleen Burton, Budget Analyst I
Department of Education

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: **15818**

Agency Name:	ADMIN - NEVADA STATE LIBRARY AND ARCHIVES	Legal Entity Name:	LYON, COUNTY OF
Agency Code:	332	Contractor Name:	LYON, COUNTY OF
Appropriation Unit:	2895-00	Address:	LYON COUNTY LIBRARY CENTRAL 20 NEVIN WAY
Is budget authority available?:	Yes	City/State/Zip	YERINGTON, NV 89447
If "No" please explain:	Not Applicable	Contact/Phone:	null775/463-6645
		Vendor No.:	T40156600P
		NV Business ID:	Not applicable

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Member 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 **07/01/2014**

Anticipated BOE meeting date 08/2014

Retroactive? **Yes**

If "Yes", please explain

Due to the Lyon County Library System Board meeting not held until May 27, 2014, this agreement could not be processed in time for either the June or July BOE. Please note that according to the CLAN bylaws, in the event signed copies of new agreements are not received prior to the ending date of the existing agreement, the existing agreement will remain in full force and affect until such time all are received and approved.

3. Termination Date: **06/30/2019**Contract term: **5 years**4. Type of contract: **Cooperative Agreement**Contract description: **Network of Libraries**

5. Purpose of contract:

This is a new cooperative revenue agreement which continues to maintain a regional network of libraries (per NRS 379.147-379.150) known as CLAN (Cooperative Libraries Automated Network) through joint agreement for the improvement of library services and the sharing of resources.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$270,150.00**

Payment for services will be made at the rate of \$54,030.00 per Fiscal year

Other basis for payment: Annually, the CLAN Board will approve a budget, including member accessed fees and funds to be received from the members of CLAN, which member fee will be paid annually by the Contractor, Lyon County Library System, to CLAN.

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 379.147-379.150 permits the parties to maintain a regional network of libraries known as CLAN through joint agreement for the improvement of library services.

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

CLAN, created by an agreement under NRS 277.080-279 and NRS 379.150, is a consortium of libraries and related agencies that share vital library and technological resources. In order to meet this goal, member libraries pool their resources and make it economically feasible to do more together than one member on their own.

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?
 Not applicable
- 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:
 CLAN has been doing contracts through Nevada State Library and Archives using cooperative agreements since 1981. Per NRS 379.147-379.150 to permit the parties hereto to maintain a regional network of libraries known as CLAN through joint agreement for the improvement of library services, which allows for the sharing of resources by all.
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	csweeney	06/18/2014 13:19:43 PM
Division Approval	csweeney	06/18/2014 13:19:48 PM
Department Approval	csweeney	06/18/2014 13:19:52 PM
Contract Manager Approval	csweeney	06/18/2014 13:19:56 PM
Budget Analyst Approval	sewart	07/10/2014 16:08:51 PM
BOE Agenda Approval	jborrowm	07/16/2014 10:27:59 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: **14873**Amendment
Number: **1**Agency Name: **DHHS - AGING AND DISABILITY
SERVICES DIVISION**Legal Entity
Name: **BOARD OF REGENTS-UNLV**Agency Code: **402**Contractor Name: **BOARD OF REGENTS-UNLV**Appropriation Unit: **3266-16**Address: **NV SYSTEM HIGHER EDUCATION
4505 MARYLAND PKWY BOX 3014**Is budget authority
available?: **Yes**City/State/Zip: **LAS VEGAS, NV 89154-3014**

If "No" please explain: Not Applicable

Contact/Phone: **Shannon Crozier Ph.D 702/895-5836**Vendor No.: **D35000813**NV Business ID: **Govenmental Entity**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.

X	General Funds	34.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	X Other funding	66.00 % Healthy Nevada Funds

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **12/03/2013**

Anticipated BOE meeting date 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **08/31/2014**

Termination Date:

Contract term: **1 year and 270 days**4. Type of contract: **Interlocal Agreement**Contract description: **Autism Disorders**

5. Purpose of contract:

This is the first amendment to the original interlocal agreement, which continues to provide psychological assessments and evaluations of clients referred through the Autism Treatment Assistance Program. This is a Post Doctoral Fellowship at the University of Nevada, Las Vegas Center for Autism Spectrum Disorders (CASD). This amendment extends the termination date from August 31, 2014 to August 31, 2015 and increases the maximum amount from \$91,977.12 to \$160,959.96 due to the continued need for these services. This amendment also includes an updated Attachment A: CASD Scope of Work for Fiscal Year 2015.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$91,977.12
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$68,982.84
4.	New maximum contract amount:	\$160,959.96
	and/or the termination date of the original contract has changed to:	08/31/2015

II. JUSTIFICATION

7. What conditions require that this work be done?

These assessments are required per NRS 427A.875 for the Autism Treatment Assistance Program and services are being provided by the University of Las Vegas (UNLV).

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

Intrastate Interlocal contract between public entities.

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?

Not chosen in preference to others. This is an Intrastate Interlocal contract between public entities.

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

Intrastate Interlocal contract with the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas, Center for Autism Spectrum Disorders.

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:

12-03-2013 to current, ADSD 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	Igoulart	06/19/2014 12:25:45 PM
Division Approval	Igoulart	06/19/2014 12:25:49 PM
Department Approval	ecreceli	06/23/2014 11:51:09 AM
Contract Manager Approval	jpruneau	06/23/2014 14:42:19 PM
Budget Analyst Approval	knielsen	06/25/2014 11:09:23 AM
BOE Agenda Approval	nhovden	07/08/2014 16:37:51 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: **15851**Agency Name: **DHHS - AGING AND DISABILITY SERVICES DIVISION**Agency Code: **402**Appropriation Unit: **3279-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Morrison Management Specialist

Contractor Name: **Morrison Management Specialist**Address: **1727 Axenty Way**City/State/Zip: **Redondo Beach, CA 90278**

Contact/Phone: Sharvon Benjamin 630-441-3774

Vendor No.: PUR0002019A

NV Business ID: NV20011302439

To what State Fiscal Year(s) will the contract be charged? **2015-2017**

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	50.20 %	Fees	0.00 %
X	Federal Funds	49.80 %	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 **08/13/2014**

Anticipated BOE meeting date 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/31/2016**Contract term: **2 years and 19 days**4. Type of contract: **Contract**Contract description: **Food Services**

5. Purpose of contract:

This is a new contract that continues ongoing cost-effective, quality food management services for the Desert Regional Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$331,180.00**

Other basis for payment: Upon invoice per contract

II. JUSTIFICATION

7. What conditions require that this work be done?

Food services are required for 24 hour intermediate care facilities.

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

No state agencies or employees have the equipment or the experience to provide these services

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP 3115, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/01/2010 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:

2010 - present. Desert Regional Center and Southern Nevada Adult Mental Health. 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	dhanse6	06/26/2014 08:00:20 AM
Division Approval	tmyler	07/02/2014 11:55:42 AM
Department Approval	ecreceli	07/03/2014 13:04:26 PM
Contract Manager Approval	dhanse6	07/03/2014 13:17:45 PM
Budget Analyst Approval	knielsen	07/08/2014 14:48:21 PM
BOE Agenda Approval	nhovden	07/08/2014 16:42:57 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 CONTRACT1. Contract Number: **15841**Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY**Agency Code: **403**Appropriation Unit: **3158-11**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Division of Public and Behavioral Health

Contractor Name: **Division of Public and Behavioral Health**Address: **4150 Technology Way, Suite 300**City/State/Zip: **Carson City, NV 89706**

Contact/Phone: null775-684-4229

Vendor No.:

NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
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? **No** or b. other effective date **10/01/2013**

Anticipated BOE meeting date 08/2014

Retroactive? **Yes**

If "Yes", please explain

It has been determined an Interlocal agreement is necessary to reimburse DPBH for administrative services.3. Termination Date: **09/30/2017**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **DPBH**

5. Purpose of contract:

This is a new interlocal agreement to provide outpatient and inpatient mental health services including targeted case management to Medicaid recipients under Title XIX and Title XXI, in accordance with Medicaid Services Manual chapters 400 and 2500 and to reimburse Division of Public and Behavioral Health for administrative services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$804,596.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Medicaid eligible persons with mental retardation and related conditions can be provided with Home and Community Based Waivers and necessary follow-up.

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

This is an interlocal agreement between sister agencies administering the program.

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?

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:
Existing contract with satisfactory performance.
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	lkoehler	06/24/2014 16:07:10 PM
Division Approval	trooker	07/01/2014 16:39:33 PM
Department Approval	ecreceli	07/04/2014 09:21:23 AM
Contract Manager Approval	lkoehler	07/07/2014 13:41:36 PM
Budget Analyst Approval	nhovden	07/08/2014 16:10:50 PM
BOE Agenda Approval	nhovden	07/08/2014 16:10:58 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

LAURIE SQUARTSOFF
Administrator

MEMORANDUM

Date: June 24, 2014
TO: Scott Ewart, Budget Analyst IV
FROM: Lisa Koehler, Certified Contract Manager DHCFP
RE: Division of Public and Behavioral Health (DPBH)

This memorandum requests that the above subject contract be approved for a retroactive start date effective October 1, 2013. It has been determined an Interlocal agreement is necessary to reimburse DPBH for administrative services.

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: **15811**Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY**Agency Code: **403**Appropriation Unit: **3158-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **MYERS AND STAUFFER LC**Contractor Name: **MYERS AND STAUFFER LC**Address: **11044 Research Blvd, Ste C500**City/State/Zip: **Austin, TX 78759**Contact/Phone: **Ronald Franke 512-340-7412**Vendor No.: **T81098965A**NV Business ID: **NV20001070243**To what State Fiscal Year(s) will the contract be charged? **2015-2017**

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	50.00 %	Fees	0.00 %
X	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 **08/12/2014**

Anticipated BOE meeting date 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2017**Contract term: **2 years and 323 days**4. Type of contract: **Contract**Contract description: **Risk Assessment**

5. Purpose of contract:

This is a new contract to provide third-party multi-site information security and Health Insurance Portability and Accountability Act of 1996 (HIPAA) risk assessments biennially as required by the HIPAA Security Rule and by its own established policies, standards, and procedures.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$159,991.60**

Other basis for payment: As invoiced biennially

II. JUSTIFICATION

7. What conditions require that this work be done?

By statute the site information security and HIPAA risk assessment must be performed by a third party.

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

This task must be performed by a third party.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3120, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/24/2014 Anticipated re-bid date: 02/24/2017

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:

DHCFP - The performance 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:

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	lkoehler	06/16/2014 13:35:48 PM
Division Approval	trooker	06/24/2014 11:58:14 AM
Department Approval	ecreceli	07/04/2014 09:15:01 AM
Contract Manager Approval	lkoehler	07/07/2014 11:42:15 AM
Budget Analyst Approval	nhovden	07/08/2014 15:21:00 PM
BOE Agenda Approval	nhovden	07/08/2014 15:21:03 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: **11723**Amendment Number: **2**Legal Entity Name: **Milliman, Inc.**Agency Name: **HEALTH CARE FINANCING & POLICY**Contractor Name: **Milliman, Inc.**Agency Code: **403**Address: **1301 Fifth Avenue, Suite 3800**Appropriation Unit: **3158-04**Is budget authority available?: **Yes**City/State/Zip: **Seattle, WA 98101**If "No" please explain: **Not Applicable**Contact/Phone: **Timothy Barclay 206-504-5603**

Vendor No.:

NV Business ID: **NV20011420475**To what State Fiscal Year(s) will the contract be charged? **2011-2017**

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	50.00 %	Fees	0.00 %
X	Federal Funds	50.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **403**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/14/2010**Anticipated BOE meeting date **08/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **12/31/2014**Contract term: **6 years and 19 days**4. Type of contract: **Contract**Contract description: **Actuarial Services**

5. Purpose of contract:

This is the second amendment to the original contract to develop an actuarially sound methodology for capitated rates to be paid to Medicaid managed care organizations pursuant to federal mandate 42 CFR 438.6. This amendment extends the termination date from December 31, 2014 to December 31, 2016 and increases the maximum amount from \$1,888,365 to 2,848,365 due to continued actuarial services.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$700,000.00
2.	Total amount of any previous contract amendments:	\$1,188,365.00
3.	Amount of current contract amendment:	\$960,000.00
4.	New maximum contract amount:	\$2,848,365.00
	and/or the termination date of the original contract has changed to:	12/31/2016

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal mandates for sound actuarial service pursuant to 42 CFR 438.6

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

State employees lack the skills and expertise for the complexity required to establish actuarially sound rates.

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 scoring system for technical and cost proposals placed Milliman on top.

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:

Existing contract with DHCFP with satisfactory performance.

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?

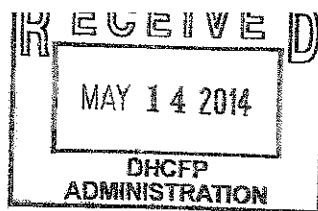
Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lkoehler	06/12/2014 10:21:16 AM
Division Approval	trooker	06/17/2014 15:09:07 PM
Department Approval	ecreceli	06/23/2014 10:54:19 AM
Contract Manager Approval	lkoehler	06/24/2014 13:01:39 PM
Budget Analyst Approval	nhovden	07/08/2014 13:46:07 PM
BOE Agenda Approval	nhovden	07/09/2014 14:58:55 PM



Purchasing Use Only:

Approval #: 42

CONTRACT EXTENSION JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1	Agency Contact Information – Note: Copy(s) will be sent to only the contact(s) listed below:			
	State Agency:	Department of Health & Human Services Division of Health Care Financing and Policy (DHC FP)		
	Contact Name(s) and Titles:	John Whaley, SSC III		
	Telephone Number(s):	(775) 684-3691		
	Email Address(s):	jwhaley@dhc fp.nv.gov		

2	Contractor Information:			
	Contractor:	Milliman, Inc.		
	Contact Name:	Timothy Barclay, Principal & Consulting Actuary		
	Address:	1301 Fifth Avenue, Suite 3800		
	Phone Number:	Seattle, WA 98101		
	Email Address:	tim.barclay@milliman.com		

3	Ongoing relationship disclosure – List all previous contract information:				
	Procurement method:	RFP			
	CETS #:	CONV 3112			
	Contract “not to exceed amount”:	\$1,675,198.00			
	Contract term:	Start date: mm/dd/yy	07/01/06	End date: mm/dd/yy	11/30/10

4	Procurement method used to award the current contract:			
	RFP, solicitation # if applicable:	RFP 1873 (Released 8/16/10)		
	Quote, solicitation # if applicable:			
	Waiver, provide number:			
	Other:			

5	Current contract information:			
	CETS #:	11723		
	Initial contract “not to exceed amount”:	\$700,000.00		
	Contract term:	Start date: mm/dd/yy	12/14/10	End date: mm/dd/yy

Amendment information – List all previously approved amendments:				
	Amd #:	Brief synopsis of what amendment accomplished:	Change in “not to exceed” amount:	Change in end date: mm/dd/yy
6	1	<i>Extended the contract term for two years, increased the not to exceed amount and added travel reimbursement requirements for filing claims.</i>	<i>Increased contract by \$1,188,365.00 for a new not to exceed amount of \$1,888,365.00.</i>	<i>12/31/14</i>

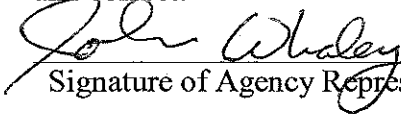
Proposed amendment information:				
	Amd #:	Brief synopsis of what the requested amendment will accomplish	Change in “not to exceed” amount:	Change in end date: mm/dd/yy
7	2	<i>Extend the contract for an additional two years and increase not to exceed amount.</i>	<i>Increase contract by \$960,000.00, new not to exceed amount of \$2,848,365.00.</i>	<i>12/31/16</i>

What is the justification to extend the contract term beyond the State’s four (4) year re-solicitation policy (SAM 0338):	
8	<p>Milliman is the DHCFP’s current vendor who certifies the capitation rates on an annual basis for Medicaid’s Managed Care Organization (MCO) plans. Milliman also designed a risk-corridor methodology applicable specifically to the highly volatile, newly eligible managed care population under ACA should costs vary significantly above or below projections. The MCO contracts are extremely complex and require a highly experienced actuarial vendor to develop the annual capitation rates and monitor the risk corridor. Milliman has been the DHCFP’s actuary for 12 years and they are very familiar with Nevada’s Medicaid’s contracts and policies. Milliman’s long-term history with the State eliminates the significant learning curve that a new vendor would have in Nevada, therefore removing the additional time and money that would be needed in procuring a new vendor. Maintaining consistency at this time is also important as the DHCFP continues to see a significant increase in Medicaid enrollment due the Patient Protection and Affordable Care Act (ACA).</p>
	<p>Additionally, Milliman is being utilized for the successful execution of the Section 1115 Research and Demonstration Waiver. The DHCFP has contracted with McKesson Health Solutions, LLC (CETS 14983 11/12/13 – 11/30/16) to implement and provide ongoing services as the Care Management Organization (CMO) in compliance with the Section 1115 Research and Demonstration Waiver. The contract between the DHCFP and McKesson is in its infancy. As benchmarking and initial start-up assessments are underway, progress must be continuously monitored and re-assessed by the DHCFP and the contracted actuary (Milliman) through calendar year 2015. As a waiver project, the reporting requirements to the Centers for Medicare & Medicaid Services (CMS) are extensive. Contracting with a new vendor at this stage, would be detrimental to the project. Difficulties would arise in bringing a new vendor up to speed with the project; meeting milestones and deadlines; and completing comprehensive, timely reports to the CMS. A new vendor would have extraordinary difficulty achieving a full understanding of the project by the time some reports are due, whereas Milliman has already created and implemented multiple, complex mechanisms for evaluating the CMO’s cost performance. It would be extremely difficult, if not impossible, for a new vendor to replace Milliman and still obtain a level of efficiency and successful execution of the project. In addition, 2015 is a legislative session year; a new actuary may hamper our ability to respond timely to legislative requests, including those regarding the</p>

	CMO contract and the Section 1115 Waiver Research and Demonstration Project.
	In order to continue the capitation certification and meet the requirements of the waiver in the most efficient manner, we are requesting a two (2) year extension of the Milliman contract.

	What are the potential consequences to the State if the contract extension request is denied?
9	It would be very difficult and costly to contract with a new actuary during the CMO contract implementation that can provide delivery of the new services while continuing to supply the DHCFFP with actuarially sound capitation rates for our MCO and NET contracts. Milliman has a wealth of knowledge with regards to our programs and they are 'tooled up' to provide all of our future analysis, whereas a new vendor would have to be paid to start over from scratch.

By signing below, I know and understand the proposed contract extension exceeds the State's policy pursuant to SAM Section 0338 that contracts be solicited at least every four (4) years, and attest that all statements are true and correct.



Signature of Agency Representative Initiating Request

John Whaley, SSC III *Social Services Chief III*

Print Name of Agency Representative Initiating Request

5-6-2014

Date



Signature of Agency Head Authorizing Request

Laurie Squartsoff, Administrator

Print Name of Agency Head Authorizing Request

5/7/14

Date

Please consider this memo as my support of your request to extend the identified contract beyond the current State policy period. This exemption is granted pursuant to NRS 333.135 and SAM 0338 and may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines the decision was based on incorrect or inaccurate facts. Pursuant to NRS 333.700(7), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:



Administrator, Purchasing Division or Designee

5-12-14

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: **15741**

Agency Name:	DHHS - 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:	COMMISSION 600 S GRAND CENTRAL PKWY # 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.:	PUR0002452B
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2015-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	45.00 %	Fees	0.00 %
X	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 **07/01/2014**

Anticipated BOE meeting date 08/2014

Retroactive? **Yes**

If "Yes", please explain

This contract is retroactive to July 1, 2014 due to mandated services being performed while contract was in negotiations.3. Termination Date: **06/30/2018**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: **\$3,835,458.60**

Payment for services will be made at the rate of \$83.89 per Level One Assessment

Other basis for payment: \$45.00 per unit for Level Two, Level Three, Level Four and MMSE Assessments

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 appointment. 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?

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:

RTC of Southern Nevada has been in contract with the State for several years and 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	Ikoehler	05/19/2014 14:29:25 PM
Division Approval	trooker	06/26/2014 18:23:46 PM
Department Approval	ecreceli	07/03/2014 15:04:48 PM
Contract Manager Approval	Ikoehler	07/07/2014 13:26:44 PM
Budget Analyst Approval	nhovden	07/08/2014 16:20:29 PM
BOE Agenda Approval	nhovden	07/08/2014 16:20:34 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

LAURIE SQUARTSOFF
Administrator

MEMORANDUM

Date: May 19, 2014
TO: Nikki Hovden, Budget Analyst V
FROM: Lisa Koehler, Certified Contract Manager DHCFP
RE: Regional Transportation Commission of Southern Nevada (RTC)

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2014. The contract requires a retroactive start date to allow the state to reimburse RTC for ADA Paratransit eligibility evaluations. This contract was delayed due to a delay in receiving RTC Board approval.

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: **15752**Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY**Agency Code: **403**Appropriation Unit: **3243-14**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: The Regional Transportation Commission of Washoe County

Contractor Name: **The Regional Transportation Commission of Washoe County**Address: **PO Box 30002**City/State/Zip: **Reno , NV 89520**

Contact/Phone: David Jickling 775-335-1902

Vendor No.: PUR0002452A

NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2015-2017**

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	45.00 %	Fees	0.00 %
X	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 **07/01/2014**

Anticipated BOE meeting date 08/2014

Retroactive? **Yes**

If "Yes", please explain

This contract is retroactive to July 1, 2014 due to mandated services being performed while contract was in negotiations.

3. Termination Date: **03/31/2017**Contract term: **2 years and 274 days**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: **\$86,618.13**

Other basis for payment:

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 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?

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:

Washoe County RCA has been in contract with the State for several years and 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	lkoehler	05/21/2014 15:51:50 PM
Division Approval	trooker	06/25/2014 13:18:39 PM
Department Approval	ecrecoli	07/03/2014 14:57:27 PM
Contract Manager Approval	lkoehler	07/07/2014 13:15:19 PM
Budget Analyst Approval	nhovden	07/08/2014 16:23:44 PM
BOE Agenda Approval	nhovden	07/08/2014 16:23:48 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

LAURIE SQUARTSOFF
Administrator

MEMORANDUM

Date: May 21, 2014
TO: Nikki Hovden, Budget Analyst V
FROM: Lisa Koehler, Certified Contract Manager DHCFP
RE: Regional Transportation Commission (RTC) of Washoe County

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2014. The contract requires a retroactive start date to allow the state to reimburse RTC for ADA Paratransit eligibility evaluations. This contract was delayed due to a delay in receiving Washoe County RTC Board approval.

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: **15860**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	WestCare Nevada, Inc.
Agency Code:	406	Contractor Name:	WestCare Nevada, Inc.
Appropriation Unit:	3161-04	Address:	900 Grier Drive
Is budget authority available?:	Yes	City/State/Zip	Las Vegas, NV 89119
If "No" please explain:	Not Applicable	Contact/Phone:	Richard Jimenez 307-772-1070
		Vendor No.:	
		NV Business ID:	NV19811004704
To what State Fiscal Year(s) will the contract be charged?	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 %	X Other funding	100.00 % Healthy Nevada Funds

Agency Reference #: RFP 2060

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2015**Contract term: **333 days**4. Type of contract: **Contract**Contract description: **Home Visit Services**

5. Purpose of contract:

This is a new contract to provide home visitation services, environment review, recommendation and resource information, and training in daily living skills for adults diagnosed with mental illness and substance abuse and who also have a criminal history.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$568,568.00**

Other basis for payment: Cost reimbursement. Invoices must include supporting documentation to justify costs.

II. JUSTIFICATION

7. What conditions require that this work be done?

These services will be provided under a federal grant

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 provide these services.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

This vendor's proposal was the only one the State received. The agency reviewed the proposal and deemed it viable.

d. Last bid date: 12/23/2013 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:

Substance Abuse Prevention and Treatment Agency: 07/01/11 -- present
Performance 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:

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	alaw1	07/01/2014 15:04:31 PM
Division Approval	alaw1	07/03/2014 10:08:39 AM
Department Approval	ecreceli	07/04/2014 09:34:13 AM
Contract Manager Approval	rfine	07/08/2014 09:44:13 AM
Budget Analyst Approval	bberry	07/14/2014 08:11:36 AM
BOE Agenda Approval	jburry	07/21/2014 16:59:31 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: **15826**Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**Agency Code: **406**Appropriation Unit: **3168-16**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **PACIFIC INSTITUTE FOR RESEARCH & EVALUATION dba PIRE**Contractor Name: **PACIFIC INSTITUTE FOR RESEARCH & EVALUATION dba PIRE**Address: **11720 BELTSVILLE DR STE 900**City/State/Zip: **BELTSVILLE, MD 20705-3111**Contact/Phone: **Diane McKnight, 301/755-2721**Vendor No.: **T32002870**NV Business ID: **NV20041422412**To what State Fiscal Year(s) will the contract be charged? **2015-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

X Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **RFP 3104**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **08/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/29/2018**Contract term: **4 years and 60 days**4. Type of contract: **Contract**Contract description: **Eval. Consultant**

5. Purpose of contract:

This is a new contract to provide an evaluator to work with the Division of Public and Behavioral Health (DPBH) Mental Health program and the Substance Abuse Prevention and Treatment Agency to ensure that collected data are synthesized, analyzed, reviewed and reported on a regular basis, and assessing Nevada's progress toward completing the evaluation requirements of the three following grants: Cooperative Agreement to Benefit Homeless Individuals grant, Safe Schools/Healthy Students grant, and Prevention Framework Partnerships for Success grant. The data will serve as a feedback mechanism for DPBH and providers to determine whether mid-course modifications to programming need to be made, including the identification and delivery of new strategies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,322,094.30**

Other basis for payment: up to \$142,202.50 under the Cooperative Agreement to Benefit Homeless Individuals (CABHI) grant, up to \$452,965.70 under the Safe Schools/Health Students (SS/HS) grant and up to \$726,926.10 under the Strategic Prevention Framework Partnerships for Success (SPF PFS) grant payable monthly as invoiced by the Contractor and approved by the State.

II. JUSTIFICATION

7. What conditions require that this work be done?

Data driven performance assessment, evaluation and reporting are requirements in the grants. Grantees must periodically review the performance data they report to Substance Abuse and Mental Health Services Administration (SAMHSA) and assess their progress and use this information to improve management of their grant projects. (CABHI: RFA No. TI-13-004, Section I-26; SPF-PFS: RFA SP-13-004, Section I-2.4; SS-HS: RFA No. SM-13-006, Section I-2.5)

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

State employee lack the expertise, availability and resources to accomplish the work required.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

- a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3104, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 02/26/2014 Anticipated re-bid date: 06/01/2018

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:

SAPTA; 7/1/05 to 9/29/09 ; 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:

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	alaw1	06/27/2014 13:18:50 PM
Division Approval	alaw1	06/27/2014 13:18:53 PM
Department Approval	ecreceli	07/03/2014 14:49:19 PM
Contract Manager Approval	cbussie1	07/07/2014 11:24:19 AM
Budget Analyst Approval	bberry	07/14/2014 10:46:31 AM
BOE Agenda Approval	nhovden	07/14/2014 14:07:07 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: **13018**Amendment
Number: **1**Agency Name: **HEALTH DIVISION**Legal Entity
Name: **OPEN DOMAIN INC**Agency Code: **406**Contractor Name: **OPEN DOMAIN INC**Appropriation Unit: **3214-04**Address: **9 CROW CANYON CT STE 108**Is budget authority
available?: **Yes**City/State/Zip **SAN RAMON, CA 94583**

If "No" please explain: Not Applicable

Contact/Phone: null925/855-0558

Vendor No.: T27015545

NV Business ID: NV20101680203

To what State Fiscal Year(s) will the contract be charged? **2012-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

X Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: HD 12158

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **04/01/2012**
Examiner's approval?

Anticipated BOE meeting date 06/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **09/30/2014**
Termination Date:Contract term: **5 years and 183 days**4. Type of contract: **Contract**Contract description: **Data Hosting**

5. Purpose of contract:

This is the first amendment to the original contract which continues ongoing hosting of the Women, Infants and Children (WIC) application system at a centralized data facility. Hosting includes computer hardware in a three tier architecture, data backup, server redundancy, server operating systems maintenance, data communications to each WIC clinic, the state, and J. P. Morgan (The state's Electronic Benefit Transfer provider). This amendment extends the termination date from September 30, 2014 to September 30, 2017 and increases the maximum amount from \$390,525 to \$928,925 due to the continued need for these services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract: \$390,525.00

2. Total amount of any previous contract amendments: \$0.00

3. Amount of current contract amendment: \$538,400.00

4. New maximum contract amount: \$928,925.00

and/or the termination date of the original contract has changed to: 09/30/2017

II. JUSTIFICATION

7. What conditions require that this work be done?

There must be a processing interface between the State's WIC data base, and the EBT terminal use. This data base interface allows for the proper payment of benefits to authorized WIC clients.

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

The State does not currently have the capability to perform this function.

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?

Vendor has been maintaining the WIC data base continuously since 2005.

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?

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 been under contract with the Health Division since 2005 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:

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	mwinebar	04/19/2014 18:37:04 PM
Division Approval	mwinebar	04/19/2014 18:37:09 PM
Department Approval	ecreceli	04/28/2014 15:17:54 PM
Contract Manager Approval	cbussie1	07/07/2014 14:42:30 PM
DoIT Approval	bbohm	07/09/2014 06:08:10 AM
Budget Analyst Approval	bberry	07/11/2014 13:57:04 PM
BOE Agenda Approval	nhovden	07/18/2014 10:26:37 AM



Purchasing Use Only:

Approval #:

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CONTRACT EXTENSION JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1	Agency Contact Information – Note: Copy(s) will be sent to only the contact(s) listed below:		
	State Agency:	Nevada Department of Health and Human Services, Division of Public and Behavioral Health (DPBH), Nevada Women, Infants and Children (WIC)	
	Contact Name(s) and Titles:	Michelle Walker, Health Program Manager II Clayton Bussiere, Management Analyst II	
	Telephone Number(s):	(775) 684-4236 (775) 684-5975	
	Email Address(s):	mwalker@health.nv.gov cbussiere@health.nv.gov	

2	Contractor Information:		
	Contractor:	Open Domain, Inc.	
	Contact Name:	Uli Dreifuerst	
	Address:	9 Crow Canyon, San Ramon, CA 94583	
	Phone Number:	(925) 855-0588	
	Email Address:	U3f@opendomain.com	

3	Ongoing relationship disclosure – List all previous contract information:				
	Procurement method:	Unknown – Contract entering in the old Purchasing Database			
	CETS #:	CONV3814			
	Contract “not to exceed amount”:	\$72,750.00			
	Contract term:	Start date:	04/01/2007	End date:	9/30/2007
	Procurement method:	Solicitation Waiver (070915)			
	CETS #:	CONV4811			
	Contract “not to exceed amount”:	\$1,060,800.00			
	Contract term:	Start date:	10/01/2007	End date:	3/31/2012
	Procurement method:	Solicitation Waiver (111107)			
	CETS #:	13018			
	Contract “not to exceed amount”:	\$390,525.00			
Contract term:	Start date:	4/01/2012	End date:	9/30/2014	

4	Procurement method used to award the current contract:		
	RFP, solicitation # if applicable:		
	Quote, solicitation # if applicable:		

	Waiver, provide number:	Professional Service Exemption #111107
	Other:	

5	Current contract information:				
	CETS #:	13018			
	Initial contract "not to exceed amount":	\$390,525.00			
	Contract term:	Start date:	04/01/2012	End date:	9/30/2014

6	Amendment information – List all previously approved amendments:			
	Amd #:	Brief synopsis of what amendment accomplished:	Change in "not to exceed" amount:	Change in end date: mm/dd/yy

7	Proposed amendment information:			
	Amd #:	Brief synopsis of what the requested amendment will accomplish	Change in "not to exceed" amount:	Change in end date: mm/dd/yy
	1	Extend the termination date from 9/30/2014 to 9/30/2017; Adjust the consideration from \$13,017.50 per month to \$9,400.00 per month plus no more than \$95.00 for system maintenance; and increase the authority from \$390,525.00 to \$928,925.00	\$538,400.00	9/30/2017

8	What is the justification to extend the contract term beyond the State's four (4) year re-solicitation policy (SAM 0338):			
	Open Domain, Inc. currently provides system hosting, program support, a communication portal to the State's EBT vendor and two tier help desk functionality to the WIC program. The contractor has extensive and intimate knowledge of how the State's WIC program is configured while also working with State and FNS (Federal Nutrition Service) to stay in compliance with WIC program rules. Nevada was proudly the first state to implement a state wide EBT system for WIC benefit delivery on a magnetic stripe card. This contractor was instrumental in developing the interface between the State's EBT vendor program and the State's WIC eligibility system.			

9	What are the potential consequences to the State if the contract extension request is denied?			
	If the RFP process was utilized and a new vendor selected, the new vendor would be required to create an environment at the vendor's expense, replicate the application to the new environment and provide proof of functionality. The chosen vendor would be required to create or update existing data tables, reports or export programs from program code they did not develop. If another vendor was awarded this contract, it would take approximately nine months to educate the vendor, acquire and create a new WIC environment, order and connect a LAN to LAN VPN to the Enterprise Technology Services Division, load the operating systems, load and test the application, retrain the WIC office personnel and clinic staff and implement the switchover. This new vendor would stay in force for a short time as we have begun the process of acquiring a new SAM-MIS system with potential implementation within two years.			

By signing below, I know and understand the proposed contract extension exceeds the State's policy pursuant to SAM Section 0338 that contracts be solicited at least every four (4) years, and attest that all statements are true and correct.

Michelle Walker

Signature of Agency Representative Initiating Request

Michelle Walker

Print Name of Agency Representative Initiating Request

6/19/14

Date

Amber Law

Signature of Agency Head Authorizing Request

Amber Law for Richard Whitley

Print Name of Agency Head Authorizing Request

6/20/14

Date

Please consider this memo as my support of your request to extend the identified contract beyond the current State policy period. This exemption is granted pursuant to NRS 333.135 and SAM 0338 and may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines the decision was based on incorrect or inaccurate facts. Pursuant to NRS 333.700(7), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

Aug Smith

Administrator, Purchasing Division or Designee

6-23-14

Date



Purchasing Use Only:

Approval#: 111107

Amendment 2

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency:		Department of Health and Human Services; Division of Public and Behavioral Health; Nevada Women, Infants and Children (WIC)
	Contact Name and Title	Phone Number	Email Address
	Michelle Walker, Health Program Manager II	(775) 684-4236	mwalker@health.nv.gov
	Clayton Bussiere, Management Analyst II	(775) 684-5975	cbussiere@health.nv.gov

Vendor Information:	
Identify Vendor:	Open Domain, Inc.
Contact Name:	Uli Dreifuerst
Address:	9 Crow Canyon, San Ramon, CA 94583
Telephone Number:	(925) 855-0588
Email Address:	U3f@opendomain.com

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	
	Professional Service Exemption:	X

Contract Information:				
1d	Is this a new Contract?	Yes	No	X
	Amendment:	#1 2		
	CETS:	#13018		

1e	Term:			
	One (1) Time Purchase:			
	Contract:	Start Date:	4/01/2012	End Date:

1f	Funding:	
	State Appropriated:	
	Federal Funds:	100.00%
	Grant Funds:	
Other (Explain):		

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
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	<p>\$928,925.00</p> <p>** This amendment is to extend the termination date from 9/30/2014 to 9/30/2017; Adjust the consideration from \$13,017.50 per month to \$9,400.00 per month plus no more than \$95.00 for system maintenance; and increase the authority from \$390,525.00 to \$928,925.00.</p>
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	<p>Provide a description of work/services to be performed or commodity/good to be purchased:</p>
2	<p>System and Data Hosting: The vendor currently provides WIC application system hosting at a centralized data facility. The hosting includes computer hardware in a three tier architecture, data backup, server redundancy, server operating systems maintenance, data communications to each WIC clinic, the State, and J. P. Morgan (The State's Electronic Benefit Transfer provider).</p> <p>System Maintenance: This is a requirement to update existing database tables, data fields, telecommunication enhancements, quality assurance and any related system fixes. Additional conversion and cleanup of legacy data stored in the FoxPro database tables. Perform program bug fixes to the centralized WIC eligibility system. Report and ad-hoc report programming is required to meet reporting requirements of the Federal Nutrition Service (FNS). Report changes are necessary to meet the growing requirements of FNS as they review the benefit tracking capabilities enhanced by the Electronic Benefit Transfer (EBT) on line benefit delivery product installed in Nevada. An example of these reports needed is the family utilization report to show the used and expired benefits within a benefit period by family. This report could be further broken down to show the results by geographic area and retailers where the benefits were purchased. Additionally data queries are needed to meet existing MOU's with bordering states for dual participation of participants.</p>

	<p>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</p>
3	<p>The WIC eligibility system is programmed in the Visual FoxPro database application. Visual FoxPro is a data-centric object-oriented programming language produced by Microsoft. Microsoft announced the products end of life in 2007 and will no longer provide product updates or support. Visual FoxPro employs classic Windows applications and works as a decentralized database at the clinic level. This means that each clinic (46 in all) has a separate database application for each occurrence of the program. Weekly, each of the 46 clinics manually creates an extract from their FoxPro application and transfer the extract to the contractor (Open Domain). The State WIC Program then must manually combine the files into one database to produce weekly and monthly reports. The current contractor has extensive experience with the Nevada WIC FoxPro application having assisted the Enterprise Information Technology Services Division (EITS) in program changes needed to implement the statewide WIC EBT online system. The original contract was enhanced in 2010 to allow for assistance in the centralization and stabilization of the WIC system and to help prepare for a FNS approved transfer system. The contractor currently provides data hosting, application programming support and helpdesk function.</p>

	<p>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</p>
4	<p>The contractor currently provides system hosting, program support, a communication portal to the State's EBT vendor, and tier two helpdesk functionality to the WIC program. The contractor has intimate knowledge of how the State's WIC program is configured while also working with the State and FNS to stay in compliance with WIC program rules. Nevada is the first state to have implemented a state wide EBT system for WIC benefit delivery on a magnetic stripe card. This contractor was instrumental in developing the interface between the state's EBT vendor and the State's WIC eligibility system.</p>

By utilizing the RFP process and if a new vendor were chosen the new vendor would be required to create an environment at the vendor's expense, replicate the application to the new environment and provide proof of functionality. Additionally the chosen vendor would be required to create or update existing data table, reports, or data export programs from program code they did not develop. The conversion to a new vendor combined with the training that would be required could seriously drain the resources of the state staff responsible for the program. Additionally plans are in place to convert to a state transfer system as soon as approval is granted from FNS.

The Nevada WIC Program at the request of FNS has been evaluating different WIC transfer systems for the past 18 months. A total of three systems were evaluated for transfer to Nevada, two of the systems evaluated were disqualified by FNS due to outstanding issues or concerns that the transfer system host would not be available to provide adequate support. The Federal Nutrition Service (FNS) recommended that Nevada WIC evaluate and start the advanced planning process to transfer an FNS approved State Agency Model (SAM). Nevada has currently submitted the preplanning document and the feasibility study to FNS but was informed that the preliminary SAM selection was not currently available. FNS has stated that the selection may not be available until 3rd quarter 2011 at which time Nevada would be allowed to resubmit their feasibility study for FNS reevaluation. The feasibility study is part of the Federal procurement system known as the Advanced Planning Document (APD) process. The APD process historically has taken a few years to complete. During this process the Health Division Office of Informatics and Technology has been working through the Nevada TIR process for submission once FNS approval is received. Utilizing the competitive bid process for a short term contract would not be in the best interest of the program and most likely would net the same vendor.

5	Were alternative services or commodities evaluated? Check One.		Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
	a. If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.					
	b. If not, why were alternatives not evaluated?					
No other vendors are known to FNS or other state WIC programs that would provide the type of service requested without utilizing the FNS APD process.						

6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers must accompany this request.				Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:							
	Term Start and End Dates		Value	Short Description		Type of Procurement (RFP, RFQ, Waiver)		
	04/01/2007	09/30/2007	\$72,750.00	Develop and host the Women, Infants and Children (WIC)		Unknown: pre-CETS		

				<i>application system at a centralized data facility.</i>	
	<i>10/01/2007</i>	<i>3/31/2012</i>	<i>\$1,060,800.00</i>	<i>provides technical support to the Women, Infants and Children (WIC) program</i>	<i>Waiver 070915</i>
	<i>04/01/2012</i>	<i>9/30/2017</i>	<i>\$928,925.00</i>	<i>Host the Women, Infants and Children (WIC) application system at a centralized data facility.</i>	<i>Waiver #111107</i>
			<i>\$</i>		
			<i>\$</i>		

	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
7	<i>If the RFP process was utilized and a new vendor selected, the new vendor would be required to create an environment at the vendor's expense, replicate the application to the new environment and provide proof of functionality. The chosen vendor would be required to create or update existing data tables, reports or export programs from program code they did not develop. If another vendor was awarded this contract, it would take approximately nine months to educate the vendor, acquire and create a new WIC environment, order and connect a LAN to LAN VPN to the Enterprise Technology Services Division, load the operating systems, load and test the application, retrain the WIC office personnel and clinic staff and implement the switchover. This new vendor would stay in force for a short time as we have begun the process of acquiring a new SAM-MIS system with potential implementation within two years.</i>

	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
8	<i>No other vendors are known to FNS or other state WIC programs that would provide the type of service requested without utilizing the FNS APD process.</i>

	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:		No:	X
9	a. <i>If yes, please provide details regarding future obligations or needs.</i>				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

Michelle Walker

Agency Representative Initiating Request

Michelle Walker

Print Name of Agency Representative Initiating Request

6/19/14

Date

Amber Law

Signature of Agency Head Authorizing Request

Amber Law for Richard Whitley

Print Name of Agency Head Authorizing Request

6/20/14

Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

Aug Smith

Administrator, Purchasing Division or Designee

6-23-14

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: **15747**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	CHILDRENS CABINET INC, THE
Agency Code:	406	Contractor Name:	CHILDRENS CABINET INC, THE
Appropriation Unit:	3220-15	Address:	1090 S ROCK BLVD
Is budget authority available?:	Yes	City/State/Zip	RENO, NV 89502-7116
If "No" please explain:	Not Applicable	Contact/Phone:	null775/856-6200
		Vendor No.:	T80943883
		NV Business ID:	NV19851020784

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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 #: C 14412

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/08/2014**

Anticipated BOE meeting date 08/2014

Retroactive? **Yes**

If "Yes", please explain

This contract was submitted for approval at the July Board of Examiners (BOE) timely and anticipated a start date of July 8, 2014. However, due to the absence of one Board member, and the Governor abstaining from the vote, contract approval was deferred to the August BOE. The Children's Cabinet started work for this contract on July 8, 2014 as the prompt deployment of education services provided under this contract is in the best interest of the state.

3. Termination Date: **06/29/2016**Contract term: **1 year and 357 days**4. Type of contract: **Contract**Contract description: **Early Childhood Educ**

5. Purpose of contract:

This is a new contract to promote the adoption of food service guidelines, and nutrition/physical activity standards to 200 early care and education settings by providing trainings and technical assistance to targeted areas in Elko, Carson City, Washoe County and Las Vegas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$98,000.00**

Other basis for payment: Reimbursement for services will be made quarterly upon receipt of the annual state workplan and quarterly reports by the Nevada State Chronic Disease Prevention and Health Promotion Section.

II. JUSTIFICATION

7. What conditions require that this work be done?

This work is a condition of the Centers for Disease Control and Prevention federal grant to provide early education about obesity and in a childhood setting.

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

Agency employees do not possess the training, certification and resources to carry out this work. The solicited State agency declined to submit a proposal.

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?

In accordance with NRS 333 the selected vendor scored highest among received proposals as determined by an independently appointed evaluation committee.

d. Last bid date: 03/01/2014 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:

MHDS(DPBH) - Maternal Health Services; 2004-Present; 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:

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	alaw1	05/27/2014 11:15:32 AM
Division Approval	alaw1	05/27/2014 11:15:37 AM
Department Approval	ecreceli	05/30/2014 13:39:23 PM
Contract Manager Approval	cbussie1	06/04/2014 11:31:19 AM
Budget Analyst Approval	bberry	07/15/2014 13:51:28 PM
BOE Agenda Approval	nhovden	07/15/2014 14:39:38 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

ROMAINE GILLILAND
Director

STATE OF NEVADA



RICHARD WHITLEY, MS
Administrator

TRACEY D. GREEN, MD
Chief Medical Officer


*DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
4150 Technology Way, Suite 300
Carson City, NV 89706
Telephone: (775) 684-5975 · Fax: (775) 684-4211*

July 14, 2014

MEMORANDUM

TO: **Brenda Berry**
Budget Analyst IV
Budget Division

THROUGH: **Marta Jensen**
Deputy Administrator, Administrative Services
Division of Public and Behavioral Health

FROM: **Clayton Bussiere** 
Contracts/Subgrants Manager
Division of Public and Behavioral Health

SUBJECT: **REQUEST FOR RETROACTIVE START DATE OF CONTRACT – THE CHILDREN’S CABINET (CETS #15747)**

This memorandum requests that the above contract between the Nevada Division of Public and Behavioral Health contract with The Children’s Cabinet be approved for a retroactive start date effective July 8, 2014. This contract needs a retroactive start date because the contract was anticipated to be effective upon approval at the July 8, 2014 Board of Examiners meeting. However, due to the absence of one member of the Board and the abstaining from the vote by the Governor, the contract’s approval needed to be postponed to the following BOE. The prompt deployment of education services provided under this contract is in the best interest of the State of Nevada.

As the contract was awarded in accordance with NRS 333 and the delay is due to an unforeseen circumstance that could not have been anticipated prior to the submission of the contract to the Budget Office, the Division of Public and Behavioral Health requests a retroactive start date effect as of July 8, 2014.

Thank you for your consideration in this matter.

CC: Contracts Unit Records
Division of Public and Behavioral Health

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: **15890**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	NEVADA PRIMARY CARE ASSOCIATION
Agency Code:	406	Contractor Name:	GREAT BASIN PRIMARY CARE
Appropriation Unit:	3220-19	Address:	ASSOCIATION INC 755 N ROOP ST STE 211
Is budget authority available?:	Yes	City/State/Zip	CARSON CITY, NV 89701-3198
If "No" please explain:	Not Applicable	Contact/Phone:	NANCY HOOK 775/887-0417
		Vendor No.:	T80999426
		NV Business ID:	NV19951073932

To what State Fiscal Year(s) will the contract be charged? **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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **C 14619**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2014**Anticipated BOE meeting date **08/2014**Retroactive? **Yes**

If "Yes", please explain

This contract was originally scheduled to be an amendment to contract #15260, however delays in the release of federal funding and renegotiations of the scope of work delayed the final draft of the amendment until after the original contract expired. The services are required to maintain the program's support of diabetes self-management education (DSME) workshops and to maintain clinical linkages with community partners and federally qualified health centers.

3. Termination Date: **06/29/2015**Contract term: **363 days**4. Type of contract: **Contract**Contract description: **Diabetes Education**

5. Purpose of contract:

This is a new contract to continue ongoing oversight of the Quality and Technical Assistance Center (QTAC) for the Stanford model of Diabetes Self-Management Education (DSME) programs statewide. This contract administers the operation of QTAC in support of statewide activities to increase participation by individuals with diabetes in primarily the Stanford Model of DSME along with the American Diabetes Association recognized and American Association of Diabetes Educators accredited DSME programs.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,000.00**

Other basis for payment: Reimbursement may be requested quarterly for the expenses incurred in the implementation of the scope of work.

II. JUSTIFICATION

7. What conditions require that this work be done?

This work is required as part of the federal Centers for Disease Control and Prevention grant (Grant #1U58DP004820-02) in support of diabetes and hypertension control, increasing awareness of pre-diabetes among people at high risk for type 2 diabetes and increasing screening and diagnosis of high blood pressure among previously undiagnosed patients.

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

State employees do not have the resources or training 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):

b. Solicitation Waiver: **Not Applicable**

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

The vendor was not chosen in preference to others. All solicited vendors are being awarded contracts as required by the federal grant providing funding.

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:

DHHS; 1999-Present; 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:

Non-profit Corporation

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

No b. If "No", please explain:

The vendor has not yet updated their vendor registration information. The vendor has been contacted to update its Advantage information.

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	alaw1	07/08/2014 16:27:46 PM
Division Approval	alaw1	07/08/2014 16:27:49 PM
Department Approval	ecreceli	07/08/2014 16:29:15 PM
Contract Manager Approval	cbussie1	07/08/2014 16:39:40 PM
Budget Analyst Approval	bberry	07/14/2014 09:31:22 AM
BOE Agenda Approval	nhovden	07/14/2014 14:04:00 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
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STATE OF NEVADA



RICHARD WHITLEY, MS
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TRACEY D. GREEN, MD
Chief Medical Officer


DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
4150 Technology Way, Suite 300
Carson City, NV 89706
Telephone: (775) 684-5975 · Fax: (775) 684-4211

July 8, 2014

MEMORANDUM

TO: Brenda Berry
Budget Analyst IV
Budget Division

THROUGH: Marta Jensen
Deputy Administrator of Administrative Services
Division of Public and Behavioral Health 

FROM: Clayton Bussiere 
Contracts and Subgrants Manager
Division of Public and Behavioral Health

SUBJECT: REQUEST FOR RETROACTIVE START DATE OF CONTRACT – NEVADA PRIMARY CARE ASSOCIATION (CETS #15890)

This memorandum requests that contract CETS #15890 be approved for a retroactive start date. This contract provides ongoing and federally funded support services diabetes self-management education (DSME) to the citizens of Nevada. This contract was originally scheduled to be an amendment to contract CETS #15260, however delays in the release of federal funding and renegotiations of the scope of work delayed the final draft of the amendment until after the original contract expired. The services are required to maintain the program's support of DSME workshops and to maintain clinical linkages with community partners and federally qualified health centers.

We therefore request that this contract be accepted with a retroactive start date of July 1, 2014. If this contract is not approved retroactively, the supported DSME activities will lose substantial federal funding and the preventive health care of Nevadans can be negatively affected.

Thank you for your consideration in this matter.

CC: Contracts Unit Records
Division of Public and Behavioral Health

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: **15163**Amendment Number: **1**Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**Legal Entity Name: **WASHOE COUNTY**Agency Code: **406**Contractor Name: **WASHOE COUNTY**Appropriation Unit: **3645-00**Address: **WASHOE COUNTY MANAGERS OFFICE**Is budget authority available?: **Yes****1001 E 9TH ST - #A201**City/State/Zip **RENO, NV 89512**

If "No" please explain: Not Applicable

Contact/Phone: John Berkich 775/328-2000

Vendor No.: T40283400AQ

NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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 %	X Other funding	100.00 % REVENUE

Agency Reference #: 14251

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 09/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2015**Contract term: **1 year and 364 days**4. Type of contract: **Revenue Contract**Contract description: **Mental Health Servic**

5. Purpose of contract:

This is the first amendment to the original revenue contract in which Lake's Crossing Center provides on-site mental health services to inmates at Washoe County Detention Center. This amendment increases the maximum amount from \$421,434 to \$478,700 due to an increase in mental health referrals.**6. CONTRACT AMENDMENT**

1. The maximum amount of the original contract:	\$421,434.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$57,266.00
4. New maximum contract amount:	\$478,700.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 178.415, Washoe County Detention Center has inmates in need of mental health services. Lakes Crossing Center has the trained staff necessary to evaluate/service court ordered clients

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

N/A

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?

N/A. This is an intrastate revenue contract.

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	alaw1	07/07/2014 16:50:44 PM
Division Approval	alaw1	07/07/2014 16:50:47 PM
Department Approval	ecreceli	07/08/2014 16:32:25 PM
Contract Manager Approval	cbussie1	07/09/2014 12:22:55 PM
Budget Analyst Approval	bberry	07/14/2014 11:10:40 AM
BOE Agenda Approval	nhovden	07/14/2014 14:10:33 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: **15320**Amendment
Number: **1**Agency Name: **DHHS - WELFARE AND SUPPORT
SERVICES**Legal Entity
Name: **CHASE GLOBAL SERVICES**Agency Code: **407**Contractor Name: **CHASE GLOBAL SERVICES**Appropriation Unit: **3228-50**Is budget authority
available?: **Yes**City/State/Zip **RENO, NV 89502**

If "No" please explain: Not Applicable

Contact/Phone: null775/287-9120

Vendor No.: T29028922

NV Business ID: NV20031499292

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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.

X	General Funds	4.00 %	Fees	0.00 %
X	Federal Funds	96.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP #3068

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **03/11/2014**
Examiner's approval?

Anticipated BOE meeting date 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2015**
Termination Date:Contract term: **1 year and 111 days**4. Type of contract: **Contract**Contract description: **Correspondence Manag**

5. Purpose of contract:

This is the first amendment to the original contract, which provides a Correspondence Management Solution related to the Medicaid program that will integrate all varieties of paper and electronic correspondence into a unified customizable solution to improve quality, reliability, accountability, and increase compliance with regulatory requirements. This amendment increases the maximum amount from \$2,161,009.90 to \$2,391,689.90 by revising the consideration language, revising Attachment AA - Deliverable Payment Schedule, and incorporating Change Order 1 Item 1, Change Order 1 Item 2, Change Order 1, Item 3, and Change Order 1 Item 4.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$2,161,009.90
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$230,680.00
4.	New maximum contract amount:	\$2,391,689.90

II. JUSTIFICATION

7. What conditions require that this work be done?

The workflow processes currently used to generate outbound correspondence need to be redesigned.

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

State employees do not have the resources or expertise 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?

Pursuant to RFP #3068, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 09/12/2013 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:

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:
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	tdufresn	07/02/2014 15:29:09 PM
Division Approval	msmit5	07/11/2014 09:34:20 AM
Department Approval	ecreceli	07/15/2014 14:22:38 PM
Contract Manager Approval	sjon23	07/15/2014 15:54:01 PM
DoIT Approval	bbohm	07/16/2014 06:04:24 AM
Budget Analyst Approval	ekin4	07/23/2014 12:59:10 PM
BOE Agenda Approval	cwatson	07/23/2014 13:15:54 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: **15033**Amendment
Number: **1**Agency Name: **DHHS - WELFARE AND SUPPORT
SERVICES**Legal Entity
Name: **Carousel Industries of North America Inc.**Agency Code: **407**Contractor Name: **Carousel Industries of North America
Inc.**Appropriation Unit: **3228-50**Address: **659 S. County Trail**Is budget authority
available?: **Yes**City/State/Zip **Exeter, RI 02822**

If "No" please explain: Not Applicable

Contact/Phone: **Cathy McGraw 800-401-0760**Vendor No.: **PUR0005364**NV Business ID: **NV20061748510**To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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	10.00 %	Fees	0.00 %
X	Federal Funds	90.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **RFP #3039**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **11/12/2013**
Examiner's approval?Anticipated BOE meeting date **08/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **10/31/2016**
Termination Date:Contract term: **2 years and 353 days**4. Type of contract: **Contract**Contract description: **IVRU**

5. Purpose of contract:

This is the first amendment to the original contract to provide system integration services, hardware, software, installation, ongoing maintenance and technical support for the replacement of the Integrated Voice Response Unit (IVRU) system. IVRU allows Division of Welfare and Supportive Services (DWSS) clients access to their public assistance or child support enforcement case information. This amendment is to provide services for the Contact Center expansion and merge as part of the transition to the Federal Supported State Based Market Place. Carousel will assist the DWSS with the implementation, configuration, and support for the recent hardware and software purchased. Phase 1 will expand the existing Contact Center at 628 Belrose and Phase 2 will move the Contact Center applications to 700 Belrose. This amendment increases the maximum amount of the contract from \$957,914.57 to \$1,636,594.40, revises the considerations language, and incorporates Attachment EE: Scope of Work.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$957,914.57
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$678,679.83
4.	New maximum contract amount:	\$1,636,594.40

II. JUSTIFICATION

7. What conditions require that this work be done?

The Contact Center needs to be merged and expanded to accomodate the increase call volume assoiated with clients applying for Health Insurance under the Afordable Care Act and the transistion to the Federal Supported State Based Market Place.

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

State employees do not have the resources or expertise 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. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3039, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 05/15/2013 Anticipated re-bid date: 01/15/2016

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:

Currently under contract with DWSS and performing 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	tdufresn	07/24/2014 13:38:46 PM
Division Approval	msmit5	07/25/2014 15:08:02 PM
Department Approval	ecreceli	07/25/2014 15:50:01 PM
Contract Manager Approval	ewatson	07/25/2014 17:03:34 PM
DoIT Approval	csweeney	07/28/2014 10:44:05 AM
Budget Analyst Approval	ekin4	07/29/2014 14:04:21 PM
BOE Agenda Approval	nhovden	07/29/2014 16:56:06 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: **15078**Amendment
Number: **1**Agency Name: **DHHS - WELFARE AND SUPPORT
SERVICES**Legal Entity
Name: **LAS VEGAS CLARK COUNTY URBAN**Agency Code: **407**Contractor Name: **LAS VEGAS CLARK COUNTY URBAN**Appropriation Unit: **3267-20**Address: **LEAGUE
930 W OWENS AVE**Is budget authority
available?: **Yes**City/State/Zip **LAS VEGAS, NV 89106-2516**

If "No" please explain: Not Applicable

Contact/Phone: null702/410-9808

Vendor No.: T27009296

NV Business ID: NV20031302827

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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 #: RFP #3008

2. Contract start date:

a. Effective upon Board of **Yes** or b. other effective date: **NA**
Examiner's approval?

Anticipated BOE meeting date 09/2014

Retroactive? **Yes**

If "Yes", please explain

The Division of Welfare and Supportive Services must transfer the quality components of this contract to NDE, effective July 1, 2014. A contract amendment could not be generated or routed for approval until the work program was approved at the IFC meeting on June 19, 2014. Since this contract involves multiple funding sources of which, only a portion is being transferred to NDE and requires Board of Examiners approval since the total contract authority is being reduced in excess of \$50,000.

3. Previously Approved **12/31/2015**

Termination Date:

Contract term: **1 year and 121 days**4. Type of contract: **Contract**Contract description: **Child Care Fiscal**

5. Purpose of contract:

This is the first amendment to the original contract, which continues to provide fiscal intermediary services associated with the Nevada Child Care and Development Fund in Southern Nevada, including Clark and Nye Counties. These services include the disbursement of child care provider payments electronically and through printed checks. The Division of Welfare and Supportive Services collaborates with various private and non-profit agencies to assist low-income families, families receiving temporary public assistance and those transitioning from public assistance in obtaining child care so they can work or be involved in job search activities. This amendment revises the consideration language and decreases the maximum amount from \$36,675,531 to \$36,009,831, to remove the quality component from this contract in order to comply with Governor Sandoval's Executive Order 2013-16. Relates to Department of Education's contract number 15887.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$36,675,531.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	-\$665,700.00
4. New maximum contract amount:	\$36,009,831.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal regulations require the State Lead Agency to coordinate the provision of Child Care and Development Fund child care services with other federal, state, and local child care and early childhood development programs.

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

State employees do not have the resources or expertise to perform these duties.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3008, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 01/25/2013 Anticipated re-bid date: 06/01/2015

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:

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	07/02/2014 10:28:15 AM
Division Approval	msmit5	07/16/2014 08:50:25 AM
Department Approval	ecreceli	07/17/2014 09:04:14 AM
Contract Manager Approval	sjon23	07/17/2014 14:19:53 PM
Budget Analyst Approval	ekin4	07/23/2014 08:43:00 AM
BOE Agenda Approval	sbrown	07/23/2014 09:59:46 AM



JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WELFARE AND SUPPORTIVE SERVICES

1470 College Parkway
Carson City, Nevada 89706-7924
(775) 684-0500 • Fax (775) 684-0656

ROMAINE GILLILAND
Director

MICHAEL J. MCMAHON
Administrator

June 27, 2014

TO: ERIC KING, BUDGET ANALYST IV
BUDGET AND PLANNING DIVISION

THROUGH: ROMAINE GILLILAND, DIRECTOR
DEPARTMENT OF HEALTH AND HUMAN SERVICES

FROM: MICHAEL MCMAHON, ADMINISTRATOR

Re: Retroactive approval of the Contract Amendment between the Division of Welfare and Supportive Services and Las Vegas Clark County Urban League CAA .

The Division of Welfare is requesting a retroactive approval of the above referenced Contract Amendment to July 1, 2014.

Per Governor Sandoval's Executive Order 2013-16, the Department of Health and Human Services must transfer the Office of Early Child Care and Education (OECE) to the Nevada Department of Education (NDE), Division of Early Learning and Development as an opportunity to promote, facilitate, and further the goals and objectives for improving early childhood learning and development. The transfer of the OECE includes generating a work program, sub-grant, and contract amendments, all of which will be effective July 1, 2014.

The Division of Welfare and Supportive Services (DWSS) must transfer the contract authority to NDE, effective July 1, 2014. A contract amendment could not be generated or routed for approval until the work program was approved at the IFC meeting on June 19, 2014. This contract involves multiple funding sources of which, only a portion is being transferred to NDE and requires Board of Examiners approval due to the total contract authority being reduced in excess of \$50,000.

DWSS is requesting that the contract be approved retroactively to July 1, 2014 in order to comply with Executive Order 2013-16.

Thank you for your assistance in this matter.

Shannon Jones
Management Analyst II
Division of Welfare and Supportive Services

Working for the Welfare of ALL Nevadans

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: **15862**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3646-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Morrison Management Specialists Inc

Contractor Name: **Morrison Management Specialists Inc**Address: **1727 Axenty Way**City/State/Zip: **Redondo Beach, CA 90278**

Contact/Phone: null630-441-3774

Vendor No.: PUR0002019A

NV Business ID: NV20011302439

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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	40.90 %	Fees	0.00 %
X	Federal Funds	56.60 %	Bonds	0.00 %
	Highway Funds	0.00 %	X Other funding	2.50 % rental income

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/13/2014**

Anticipated BOE meeting date 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/31/2015**Contract term: **1 year and 18 days**4. Type of contract: **Contract**Contract description: **food services**

5. Purpose of contract:

This is a new contract that continues ongoing breakfast, lunch, dinner, and snacks service to patients at Desert Willow Treatment Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$425,000.00**

Other basis for payment: per tiered costs for meals and snacks service

II. JUSTIFICATION

7. What conditions require that this work be done?

Food services are required for the hospitalized clients at the Desert Willow Treatment Center.

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

This facility is not equipped or staffed to provide food 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?

RFP3115 was conducted by State Purchasing. At the conclusion of the review process involving three state agencies, this vendor best met the RFP criteria.

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:

Yes, with DCFS and 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:
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	jmorro5	06/27/2014 10:08:36 AM
Division Approval	jmorro5	06/27/2014 10:08:40 AM
Department Approval	ecreceli	07/04/2014 09:27:21 AM
Contract Manager Approval	ihyman	07/10/2014 14:05:14 PM
Budget Analyst Approval	knielsen	07/17/2014 12:52:22 PM
BOE Agenda Approval	nhovden	07/17/2014 14:50:43 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: **12812** Amendment Number: **2**

Legal Entity Name: **MCKEON DOOR OF NEVADA INC**

Agency Name: **ADJUTANT GENERAL & NATL GUARD** Contractor Name: **MCKEON DOOR OF NEVADA INC**

Agency Code: **431** Address: **3174 W POST RD BLDG C**

Appropriation Unit: **3650-10** City/State/Zip: **LAS VEGAS, NV 89118-3838**

Is budget authority available?: **Yes** Contact/Phone: **KEVIN SWEENEY 702/636-9338**

If "No" please explain: **Not Applicable** Vendor No.: **T27024374**

NV Business ID: **20051496054**

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.

X	General Funds	10.00 %	Fees	0.00 %
X	Federal Funds	90.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **RFP/CONTRACT #1933**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/15/2011**

Anticipated BOE meeting date **08/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2014**

Contract term: **4 years and 17 days**

4. Type of contract: **Contract**

Contract description: **Coiling Door Replace**

5. Purpose of contract:

This is the second amendment to the original contract, which is to provide and install coiling insulated service doors. This amendment increases the maximum amount from \$500,000 to \$600,000 to provide for additional door installation, repairs, and maintenance due to the need for continuing work at all National Guard Facilities statewide, and extends the length of the contract from December 31, 2014 to December 31, 2015.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$300,000.00
2.	Total amount of any previous contract amendments:	\$200,000.00
3.	Amount of current contract amendment:	\$100,000.00
4.	New maximum contract amount:	\$600,000.00
	and/or the termination date of the original contract has changed to:	12/31/2015

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a continuing effort to comply with Executive Order 13423 to reduce energy consumption. Replacing the non-efficient doors are a significant energy-saving measure.

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 requisite skills or equipment for a project of this magnitude.

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 contractor was chosen as the best qualified contractor by evaluation committee.

d. Last bid date: 09/22/2011 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 Office of the Military contracted with this vendor in FY10 through FY14 and the services provided 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	vradford	06/24/2014 13:57:13 PM
Division Approval	ctyle1	07/03/2014 19:17:42 PM
Department Approval	ctyle1	07/03/2014 19:17:44 PM
Contract Manager Approval	vradford	07/03/2014 19:48:35 PM
Budget Analyst Approval	jborrowm	07/15/2014 13:41:46 PM
BOE Agenda Approval	jborrowm	07/15/2014 13:41:51 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: **15360**Agency Name: **DEPARTMENT OF AGRICULTURE**Agency Code: **550**Appropriation Unit: **4546-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **EWELL EDUCATIONAL SERVICES INC**Contractor Name: **EWELL EDUCATIONAL SERVICES INC**Address: **PO BOX 15924**City/State/Zip: **COLLEGE STATION, TX 77841-5125**Contact/Phone: **Russell Ewell 979/446-0865**Vendor No.: **T27033933A**NV Business ID: **N/A**To what State Fiscal Year(s) will the contract be charged? **2015-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Livestock Inspection 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: **08/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **3 years and 334 days**4. Type of contract: **Contract**Contract description: **Brand Automation**

5. Purpose of contract:

This is a new contract to develop and maintain a web-based automated Brand Inspection Certification program to be utilized by the department's Brand Inspectors for use in the field.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$80,000.00**

Other basis for payment: 3% of Gross Livestock Inspection Fees paid on Quarterly basis

II. JUSTIFICATION

7. What conditions require that this work be done?

The project will streamline and modernize the entire process using a relational database with program and fiscal reporting and data mining capabilities. The system will increase efficiency, reduce errors, and will improve the ability to trace the history and health of animals, brand certificates can be printed on-site and immediate non-cash payment can be received and verified.

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

The employees of the Dept. of Agriculture do not have the programming skill to create this database, nor maintain it in a cost-efficient manner.9. Were quotes or proposals solicited? **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 cost, web-based and expandable into other budget accounts. Others systems could not meet program requirements without major modification and could not be expanded into other areas.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

Yes

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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)?

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.

The Vendor has no physical presence in Nevada, does business with no other Governmental or Private party in Nevada, has no registered agent in the state nor pays any wages to a physical person in Nevada. Thus, under NRS 76.100 (6) (b) (c) and (d), the Vendor does not meet the requirement as set forth to have or maintain a State Business License with the Secretary of State.

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	wcune1	05/16/2014 09:39:44 AM
Division Approval	wcune1	05/16/2014 09:39:47 AM
Department Approval	wcune1	05/16/2014 09:39:51 AM
Contract Manager Approval	wcune1	06/10/2014 11:12:04 AM
DoIT Approval	bbohm	06/11/2014 14:06:43 PM
Budget Analyst Approval	sbarkdul	07/21/2014 07:25:24 AM
BOE Agenda Approval	cwatson	07/21/2014 09:04:40 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: **15827**Agency Name: **DEPARTMENT OF AGRICULTURE**Agency Code: **550**Appropriation Unit: **4550-25**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **UNIVERSITY OF CALIFORNIA DAVIS**Contractor Name: **UNIVERSITY OF CALIFORNIA DAVIS**Address: **CASHIERS OFFICE
1200 DUTTON HALL**City/State/Zip: **DAVIS, CA 95616**

Contact/Phone: null530/752-4613

Vendor No.: T81075224E

NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2015-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

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 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **3 years and 334 days**4. Type of contract: **Interlocal Agreement**Contract description: **CAHFS Interlocal**

5. Purpose of contract:

This is a new interlocal agreement for the University of California, Davis Animal Health and Food Safety Laboratory to provide analytic/diagnostic laboratory test services, as requested, to the department's Animal Disease Laboratory.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

NRS 571 directs the Department to do all things necessary for the control and eradication of infectious, contagious, or parasitic diseases of livestock. Laboratory tests are required to determine the presence and nature of infectious, contagious or parasitic diseases.

The increase in the yearly contract amount is due to increases in tests fees of 10%-20% and to an increased level of testing for the following diseases: Chronic Wasting Disease or Mad Cow Disease (@ \$1,500 per test), Equine Viral Arteritis (EVA), Epizootic Bovine Abortion (EBA) or Foothill Abortion and Clostridium Testing.

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

State employees perform similar work, however certain tests can not be performed at the Department's laboratories because of lack of specific equipment or the state's laboratories are not certified for these specific tests, thus they must send those samples to an outside testing laboratory, or they must send samples to this lab for secondary confirmation of results.

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?

Interlocal

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	wcune1	06/19/2014 11:27:56 AM
Division Approval	wcune1	06/19/2014 11:27:59 AM
Department Approval	wcune1	06/19/2014 11:28:01 AM
Contract Manager Approval	wcune1	06/25/2014 06:41:25 AM
Budget Analyst Approval	sbarkdul	07/03/2014 06:51:04 AM
BOE Agenda Approval	cwatson	07/16/2014 09:32:11 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: **15891**Agency Name: **DCNR - PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4605-17**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: H2O Environmental, Inc

Contractor Name: **H2O Environmental, Inc**Address: **4035 Flossmoor Street**City/State/Zip: **Las Vegas, NV 89115**

Contact/Phone: Perry Pearson 702-396-4148

Vendor No.:

NV Business ID: NV19961214703

To what State Fiscal Year(s) will the contract be charged? **2015-2017**

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 % 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 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2017**Contract term: **2 years and 334 days**4. Type of contract: **Contract**Contract description: **Sewer Pumping**

5. Purpose of contract:

This is a new contract to provide on-call services for septic tank pumping and sewer line cleaning services associated with various residence, comfort stations and other buildings at Valley of Fire State Park, Spring Mountain Ranch State Park and Big Bend of the Colorado State Recreation Area.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$74,997.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Regulations require regular pumping of septic tanks and sewer cleaning to maintain sanitary services for the public.

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

We do not have the expertise or specialized equipment to perform 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?

Lowest qualifying bid.

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:

Contract with Nevada State Parks -expired on 6/30/14 with satisfactory performance.

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	sdecrona	07/08/2014 13:47:09 PM
Division Approval	sdecrona	07/08/2014 13:47:11 PM
Department Approval	sdecrona	07/08/2014 13:47:14 PM
Contract Manager Approval	sdecrona	07/09/2014 08:45:11 AM
Budget Analyst Approval	jrodrig9	07/11/2014 17:14:08 PM
BOE Agenda Approval	cwatson	07/17/2014 08:05:10 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: **15840**Agency Name: **B&I - INSURANCE DIVISION**Agency Code: **741**Appropriation Unit: **3817-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **REDW CPAS LLC**Contractor Name: **REDW CPAS LLC**Address: **7425 Jefferson Street NE**City/State/Zip: **Albuquerque, NM 87109**Contact/Phone: **Laurel Shelton 505-998-3200**

Vendor No.:

NV Business ID: **NV20141362739**To what State Fiscal Year(s) will the contract be charged? **2015-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % **X** Fees **100.00 % Reimbursement from Examinees**

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **RFQ # 2057**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **08/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **3 years and 334 days**4. Type of contract: **Contract**Contract description: **Regulatory Exam Svs**

5. Purpose of contract:

This is a new contract that provides ongoing statutory examinations of insurance company operations in the continental United States for financial, market/trade practices, assessments, expenses, taxes and fees on an on-call basis. Contract includes investigation, consultation and court presentation. All examinations will be conducted in accordance with National Association of Insurance Commissioners (NAIC) financial and market conduct examination guidelines as specified in the NAIC Examiners Handbook.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$600,000.00**

Other basis for payment: Negotiated hourly rates for each project will not exceed the following: All contractors except for Actuarial Services - \$135/hr, Consulting Actuaries - \$220/hr, Actuarial Analyst - \$110/hr, Non-Actuarial Support - \$50/hr

II. JUSTIFICATION

7. What conditions require that this work be done?

Title 57 of the Nevada Revised Statutes (NRS) specifically Chapter 679B.300 empowering the Commissioner of Insurance to determine the financial condition, obligations and compliance with State law for domestic and foreign insurers, associations of self-insured employers and other similar entities.

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

In the Insurance Division, only the Chief Examiner is certified as a Chief Financial Examiner (CFE). He manages the work of the independent contractors conducting examinations on behalf of the Insurance Division.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFQ #2057, and in accordance with NRS 333, the selected vendor successfully passed the General Minimum Qualifications and the Technical Minimum Qualifications set forth in the RFQ.

d. Last bid date:

Anticipated re-bid date: 11/01/2017

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	ddennis	06/24/2014 09:03:46 AM
Division Approval	ddennis	06/24/2014 09:03:49 AM
Department Approval	sanders7	07/01/2014 13:41:00 PM
Contract Manager Approval	ddennis	07/07/2014 09:14:57 AM
Budget Analyst Approval	sjohnso9	07/08/2014 06:38:12 AM
BOE Agenda Approval	sbrown	07/13/2014 13:02:26 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: **15915**Agency Name: **B&I - INDUSTRIAL RELATIONS DIV**Agency Code: **742**Appropriation Unit: **4680-23**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Charles Zeh

Contractor Name: **Charles Zeh**Address: **575 Forest Street, Suite 200**City/State/Zip: **Reno, NV 89509**

Contact/Phone: null775-323-5700

Vendor No.: T81089376

NV Business ID: NV19951011050

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Workers' Compensation & Safety Fund

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2014**

Anticipated BOE meeting date 08/2014

Retroactive? **Yes**

If "Yes", please explain

Due to retirement of staff, amendment #3 expired as of June 30, 2014; therefore, the Division of Industrial Relations is requesting a retroactive start date of July 1, 2014.

3. Termination Date: **06/30/2019**Contract term: **5 years**4. Type of contract: **Contract**Contract description: **Consulting Services**

5. Purpose of contract:

This is a new contract that continues ongoing legal services to the Board for the Administration of the Subsequent Injury Account for Self-Insured Employers, the Board for Administration of Subsequent Injury Account for Associations of Self-Insured Public or Private Employers, and the Occupational Safety and Health Administration of the division.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$700,000.00**

Payment for services will be made at the rate of \$180.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 616B and 616B.569 requires that legal counsel appointed by or contracted with the Division of Industrial relations shall serve as legal counsel of the Boards. Legal services are also necessary to avoid conflict of interest, to pursue matters involved special expertise, and where Division counsel may be a witness.

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

There is a conflict of interest in representing the Boards and the Division; some matters may require Division counsel to be a witness rather than an attorney representing the division; and, Mr. Zeh has special expertise in labor and industrial relations.

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?

Superior qualification and experience

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:

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	afrantz	07/17/2014 07:34:43 AM
Division Approval	afrantz	07/17/2014 07:34:47 AM
Department Approval	sanders7	07/17/2014 10:03:32 AM
Contract Manager Approval	kjackso4	07/18/2014 14:53:59 PM
Budget Analyst Approval	sjohnso9	07/22/2014 06:31:26 AM
BOE Agenda Approval	sbrown	07/22/2014 08:31:42 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 CONTRACT1. Contract Number: **15844**

Agency Name:	DETR - EMPLOYMENT SECURITY DIVISION	Legal Entity Name:	BOARD OF REGENTS-CSN
Agency Code:	902	Contractor Name:	BOARD OF REGENTS-CSN
Appropriation Unit:	4770-11	Address:	CSN CONTROLLERS OFFICE 3200 E CHEYENNE AVE
Is budget authority available?:	Yes	City/State/Zip:	NORTH LAS VEGAS, NV 89030
If "No" please explain:	Not Applicable	Contact/Phone:	null702/651-4344
		Vendor No.:	D35000800
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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 #: PY14-GR-CSN

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **07/31/2015**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Apprentice Training**

5. Purpose of contract:

This is a new interlocal agreement that continues ongoing funding to the College of Southern Nevada Apprenticeship Programs, formerly funded by the Department of Education, now funded solely by the Department of Employment, Training, and Rehabilitation. These programs provide training to eligible participants in several occupations such as electrical and plumbing and funding is allocated toward each occupational program based on the number of students enrolled.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$381,043.00**

Other basis for payment: State will process payment when request for funds from College of Southern Nevada is received and approved by the department, normally once a month, with the total Contract amount not to exceed \$381,043. These funds represent Program Year 2014 Workforce Investment Act Administration funds administered by the Nevada Department of Employment, Training, and Rehabilitation's Employment Security Division.

II. JUSTIFICATION

7. What conditions require that this work be done?

During the 2011 Nevada Legislature session the source of funding for apprenticeship programs was moved from the Department of Education to DETR in the Governor's budget. Workforce Investment Act (WIA) of 1998.

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

The division does not employ staff who are qualified to operate an apprenticeship program.

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?

Interlocal Cooperative Act-NRS 277.180 to NRS 277.280

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:

Board of Regents-College of Southern Nevada has been contracted with the department since November of 2011 and performance 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	njolly	06/25/2014 09:06:50 AM
Division Approval	rolso1	07/01/2014 12:47:31 PM
Department Approval	mcost1	07/01/2014 17:35:02 PM
Contract Manager Approval	kwynands	07/02/2014 10:21:06 AM
Budget Analyst Approval	jmurph1	07/08/2014 10:38:20 AM
BOE Agenda Approval	sbrown	07/13/2014 13:01:41 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **15813**

Agency Name:	DETR - EMPLOYMENT SECURITY DIVISION	Legal Entity Name:	BOARD OF REGENTS-TMCC
Agency Code:	902	Contractor Name:	BOARD OF REGENTS-TMCC
Appropriation Unit:	4770-11	Address:	TMCC CONTROLLERS OFFICE 7000 DANDINI BLVD
Is budget authority available?:	Yes	City/State/Zip	RENO, NV 89512-3999
If "No" please explain:	Not Applicable	Contact/Phone:	null775/673-7155
		Vendor No.:	D35000812
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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 #: PY14-GR-TMCC

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **07/31/2015**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Apprentice Training**

5. Purpose of contract:

This is a new interlocal agreement that continues ongoing funds to the Truckee Meadows Community College Apprenticeship Programs, formerly funded by the Department of Education, now funded solely by the Department of Employment, Training, and Rehabilitation. These programs provide training to eligible participants in several occupations such as carpentry, electrical, plumbing and funding is allocated toward each occupational program based on the number of students enrolled.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$72,714.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

During the 2011 Nevada Legislature session the source of funding for apprenticeship programs was moved from the Department of Education to DETR in the Governor's budget. Workforce Investment Act (WIA) of 1998.

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

The division does not employ staff who are qualified to operate an apprenticeship program.

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?

Interlocal Cooperative Act-NRS 277.280 to NRS 277.180

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:

Board of Regents-Truckee Meadows Community College has been contracted with the department since October of 2011 and performance 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	njolly	06/17/2014 14:54:56 PM
Division Approval	mcost1	06/27/2014 09:23:13 AM
Department Approval	mcost1	06/27/2014 09:23:18 AM
Contract Manager Approval	kwynands	06/27/2014 09:41:29 AM
Budget Analyst Approval	jmurph1	06/30/2014 12:30:05 PM
BOE Agenda Approval	sbrown	07/13/2014 13:01:06 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: **15883**

Agency Name:	DETR - EMPLOYMENT SECURITY DIVISION	Legal Entity Name:	WORKPLACE INC, THE
Agency Code:	902	Contractor Name:	WORKPLACE INC, THE
Appropriation Unit:	4770-11	Address:	350 FAIRFIELD AVE FL 3
Is budget authority available?:	Yes	City/State/Zip	BRIDGEPORT, CT 06604-6014
If "No" please explain:	Not Applicable	Contact/Phone:	Michael J. McCarthy 203/610-8502
		Vendor No.:	T29034832
		NV Business ID:	NV20141411522
To what State Fiscal Year(s) will the contract be charged?	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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: PY14-THEWORKPLACEINC

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/13/2014**

Anticipated BOE meeting date 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2015**Contract term: **321 days**4. Type of contract: **Contract**Contract description: **Platform 2Employment**

5. Purpose of contract:

This is a new contract to provide the launching of the Platform 2 Employment program in Nevada to address many issues faced by the long-term unemployed and those who have exhausted their unemployment benefits. The program will address job readiness through financial coaching, behavioral counseling and paid internships in both the Las Vegas and Reno metropolitan areas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$392,500.00**

Other basis for payment: The WorkPlace Inc agrees to provide services at a cost not to exceed \$392,500. Payments to be made upon approval of the request for funds from The WorkPlace Inc., normally once a month, with the total contract amount not to exceed \$392,500.

II. JUSTIFICATION

7. What conditions require that this work be done?

To address Nevada's long-term unemployed, who are not being assisted through currently available means, in returning to the workforce.

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

The Department does not have employees who can provide the specialized assistance and support to assist the long-term unemployed.

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 #: 140402

Approval Date: 06/30/2014

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:

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	njolly	07/07/2014 16:32:09 PM
Division Approval	rolso1	07/08/2014 11:12:13 AM
Department Approval	mcost1	07/08/2014 11:35:04 AM
Contract Manager Approval	kwynands	07/08/2014 11:43:37 AM
Budget Analyst Approval	jmurph1	07/17/2014 12:06:15 PM
BOE Agenda Approval	sbrown	07/22/2014 08:32:32 AM
BOE Final Approval	Pending	

FY14-THEWORKPLACE INC
Attachment AA
CFDA 17.207

State of Nevada
Department of Administration
Purchasing Division
515 N. Murrer Street, Suite 300
Carson City, NV 89701



Brian Smidovni
Governor
Jeff Mohlbackamp
Director
Craig Smith
Administrator

REVISED
07/03/2014

Purchasing Use Only:
Approval: 140402

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency: Department of Employment, Training and Rehabilitation 500 E. Third Street Carson City, NV 89713		
	Contact Name and Title	Phone Number	Email Address
	Grant Nelson Chief Workforce Investment Support Services	(775) 684-0304	ghnelson@nvdetr.org

1b	Vendor Information:	
	Identify Vendor:	WorkPlace
	Contact Name:	Michael J. McCarthy, National Director
	Address:	330 Fairfield Avenue, Bridgeport CT 06604
	Telephone Number:	(203) 610-8334
	Email Address:	mmccarthy@workplace.org

1c	Type of Waiver Requested - Check the appropriate type:	
	Sole or Single Source:	Sole Source
	Professional Services Exemption:	

1d	Contract Information:			
	Is this a new Contract?	Yes	X	No
	Amendment:	#		
	CBTS:	#		

1e	Term:			
	One (1) Time Purchase:			
	Contract X	Start Date: 6/01/2014	8/13/14	End Date: 5/31/2015

1f	Funding:	
	State Appropriated:	
	Federal Funds:	WV 7B
	Grant Funds:	
	Other (Explain):	Career Enhancement Program

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
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\$ 400,000	392,500
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2	Provide a description of work/services to be performed or commodity/good to be purchased:
	<i>This is a request to implement the Platform to Employment (P2E) program for use in two pilot projects in the state of Nevada. P2E is a system, developed by WorkPlace for the long-term unemployed, to assess, educate and provide emotional and financial guidance to assist in obtaining employment.</i>

3	What are the unique features/qualifications required for this service or good that are not available from any other vendor:
	<i>This program provides a five-week series of workshops followed by eight-weeks of subsidized employment. WorkPlace discovered long-term unemployed face social, emotional and skill deficiencies caused by the duration of their unemployment. Only by eliminating employer risk during the hiring process will individuals be evaluated fairly in today's economy. This is a propriety curriculum that has proven success outcomes.</i>

4	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:
	<i>DETR has embarked on a plan to provide training, assessments and subsidized employment to Nevada's long-term unemployed workers. The State of Nevada and the federal government acknowledge that P2E is the only nationally recognized and viable tool that will carry value for its recipients. Currently, more than 20 cities have successfully used this tool to support, assess and train their long-term unemployed. There is no other program to date that has the same success rate to address the issues of this demographic.</i>

5	Were alternative services or commodities evaluated? Check One.	Yes:		No:	X
	a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i>				
	b. <i>If not, why were alternatives not evaluated?</i>				
	<i>Since there is no other viable option, the state would not invest money in other unproven products. Doing so would result in the inability to properly assess and train individuals that would help lead to career pathway success. The state's need for a tool to address this group has been discussed extensively during past legislative sessions.</i>				

6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers must accompany this request.		Yes:		No:	X
	a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i>					
	Term	Value	Short Description	Type of Procurement (RFP, RFQ, Waiver)		
	Start and End Dates					
		\$				

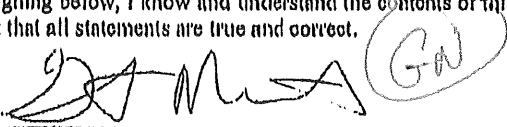
			\$		
			\$		
			\$		

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<i>Up to this point no other alternatives exist. If the request is denied the problem of serving the long-term unemployed will continue to compound with no resolution in sight.</i>

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	<i>Internet research and teleconferences with other states were conducted to analyze and evaluate other options to serve this demographic. Not only was there a shortage of ideas and solutions, but a review of similar, less comprehensive programs determined they would not be sufficient to replicate the services provided by P2E. Nor would alternate programs be able to match the P2E current success rate. To date no other viable or cost effective options exist that combine all the areas that need to be addressed to resolve this issue.</i>

9	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:		No:	X
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

 (GN)

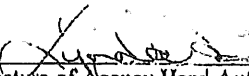
Agency Representative Initiating Request

Grant Nielson

Print Name of Agency Representative Initiating Request

4/3/14 6/26/14

Date

_____
Signature of Agency Head Authorizing Request

Linda Bruner

Print Name of Agency Head Authorizing Request

4/3/14 6/26/14

Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

_____
Administrator, Purchasing Division or Designee

4-4-14

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: **13950**Amendment
Number: **3**Legal Entity
Name: **KPS 3 INC**Agency Name: **SILVER STATE HEALTH
INSURANCE EXCHANGE**Contractor Name: **KPS 3 INC**Agency Code: **960**Address: **50 W LIBERTY ST STE 640**Appropriation Unit: **1400-70**Is budget authority
available?: **Yes**City/State/Zip **RENO, NV 89501-1946**

If "No" please explain: Not Applicable

Contact/Phone: null775/686-7439

Vendor No.: PUR0004720

NV Business ID: NV19941094961

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 %
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? **No** or b. other effective date **01/08/2013**

Anticipated BOE meeting date 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **03/31/2015**

Termination Date:

Contract term: **2 years and 81 days**4. Type of contract: **Contract**Contract description: **KPS3 Inc.**

5. Purpose of contract:

This is the third amendment to the original contract to provide marketing and outreach education about the Exchange to the State of Nevada. This amendment increases the maximum amount of the contract from \$7,350,000 to \$11,033,976 funded through a Level Two Establishment Grant.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$6,000,000.00
2. Total amount of any previous contract amendments:	\$1,350,000.00
3. Amount of current contract amendment:	\$3,683,976.00
4. New maximum contract amount:	\$11,033,976.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Marketing and outreach is a key component to the success of the Exchange. A vast amount of research and planning is required to ensure that the marketing and outreach is completed to the appropriate target audience emphasizing the most relevant content. There are tight deadlines for each phase of this project to ensure that the expected outcome is reached.

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

The scope of this project has a strict deadline and is too large and time consuming for the work load of state employees to handle.

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 received the highest score from the evaluation team.

d. Last bid date: 11/01/2012 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:

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	ceaton	07/16/2014 09:23:06 AM
Division Approval	sderouss	07/16/2014 09:23:43 AM
Department Approval	sderouss	07/16/2014 09:23:45 AM
Contract Manager Approval	sderouss	07/16/2014 09:23:48 AM
Budget Analyst Approval	nhovden	07/18/2014 18:37:47 PM
BOE Agenda Approval	nhovden	07/18/2014 18:37:52 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: **13849**Amendment
Number: **1**Agency Name: **SILVER STATE HEALTH
INSURANCE EXCHANGE**Legal Entity
Name: **Milliman, Inc**Agency Code: **960**Contractor Name: **Milliman, Inc**Appropriation Unit: **1400-70**Address: **1301 Fifth Avenue
Suite 3800**Is budget authority
available?: **Yes**City/State/Zip **Seattle, WA 98101-2605**

If "No" please explain: Not Applicable

Contact/Phone: **Timothy Barclay 206-504-5603**Vendor No.: **PUR0005194**NV Business ID: **NV20011420475**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 %
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? **No** or b. other effective date **11/13/2012**

Anticipated BOE meeting date 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **12/31/2014**

Termination Date:

Contract term: **4 years and 49 days**4. Type of contract: **Contract**Contract description: **Milliman**

5. Purpose of contract:

This is the first amendment to the original contract to provide consulting and actuarial services related to Health Care Reform. This amendment extends the termination date from December 31, 2014 to December 31, 2016 and increases the maximum amount from \$500,000 to \$5,398,761 due to the continued need for these services.**6. CONTRACT AMENDMENT**

1. The maximum amount of the original contract:	\$500,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$4,898,761.00
4. New maximum contract amount:	\$5,398,761.00
and/or the termination date of the original contract has changed to:	12/31/2016

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 of the United States. This Health Care Reform (HCR) 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 change, discontinue, or revoke at any time.

Experts in the area of HCR will provide services including to but not limited to:
Peer review; Analysis of essential health benefits; qualified health plans and insurance markets; research and refine data on exchange utilization; review of federal statutes and guidance thereof; review of activities in other states; actuarial analysis; and other consulting services as requested.

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

There are no state employees that have this level of knowledge.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

- a. List the names of vendors that were solicited to submit proposals (include at least three):

- b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFQ#1999, and in accordance with NRS 333, the selected vendors (the Silver State Health Insurance Exchange has selected the three (3) highest vendors) were the highest scoring proposers as determined by an independently appointed evaluation committee.

- d. Last bid date: 08/09/2012 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:

The contractor has worked for Purchasing and the Division of Health Care Financing and Policy over the past several years, all with satisfactory performance.

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	07/18/2014 14:05:49 PM
Division Approval	sderouss	07/18/2014 14:05:52 PM
Department Approval	sderouss	07/18/2014 14:05:55 PM
Contract Manager Approval	sderouss	07/18/2014 14:05:58 PM
Budget Analyst Approval	nhovden	07/18/2014 18:31:19 PM
BOE Agenda Approval	nhovden	07/18/2014 18:31:25 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: **11969**Amendment
Number: **2**Agency Name: **MASTER SERVICE AGREEMENTS**Legal Entity
Name: **COLLINS TELECOMMUNICATIONS,
LLC**Agency Code: **MSA**Contractor Name: **COLLINS TELECOMMUNICATIONS,
LLC**Appropriation Unit: **9999 - All Categories**Address: **21560 DORTORT DR**Is budget authority
available?: **Yes**City/State/Zip **RENO, NV 89521-7421**

If "No" please explain: Not Applicable

Contact/Phone: null775/225-9191

Vendor No.: T27025950

NV Business ID: NV20091397506

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

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 %	X Other funding	100.00 % Various

Agency Reference #: RFP 1877

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **04/12/2011**
Examiner's approval?

Anticipated BOE meeting date 08/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **04/12/2015**
Termination Date:Contract term: **4 years and 1 day**4. Type of contract: **MSA**Contract description: **Communications**

5. Purpose of contract:

This is the second amendment to the original contract to provide communications site parts and services statewide on an as needed basis. Services will included scheduled and unscheduled surveys, assessments, installations, replacements, maintenance and repairs to State owned communications equipment, infrastructure and fixtures. This amendment increases the maximum amount from \$350,000 to \$650,000 to cover anticipated needs for parts and services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$100,000.00
2. Total amount of any previous contract amendments:	\$250,000.00
3. Amount of current contract amendment:	\$300,000.00
4. New maximum contract amount:	\$650,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies do not have the expertise to perform the array of communication site maintenances.

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 staffing capacity, technical expertise or resources to fulfill this work requirement.

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 one of the nine highest ranked vendors selected from eleven proposers.

d. Last bid date: 10/25/2010 Anticipated re-bid date: 10/24/2014

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:
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	Ideloach	07/07/2014 16:00:28 PM
Division Approval	Ideloach	07/07/2014 16:00:30 PM
Department Approval	Ideloach	07/07/2014 16:00:33 PM
Contract Manager Approval	gburchet	07/09/2014 16:45:21 PM
DoIT Approval	bbohm	07/10/2014 08:21:18 AM
Budget Analyst Approval	sjohnso9	07/16/2014 08:53:02 AM
BOE Agenda Approval	sbrown	07/22/2014 08:35:19 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: **11972**Amendment
Number: **1**Legal Entity
Name: **COMMSITE CORP**Agency Name: **MASTER SERVICE AGREEMENTS**Contractor Name: **COMMSITE CORP**Agency Code: **MSA**Address: **355 N EDISON WAY STE 27**Appropriation Unit: **9999 - All Categories**Is budget authority
available?: **Yes**City/State/Zip **RENO, NV 89502-2352**

If "No" please explain: Not Applicable

Contact/Phone: **Dan Rehkop 775/856-3663**Vendor No.: **T27025579**NV Business ID: **NV20081240874**To what State Fiscal Year(s) will the contract be charged? **2011-2015**

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 %	X Other funding	100.00 % Various

Agency Reference #: **RFP 1877**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **04/12/2011**
Examiner's approval?Anticipated BOE meeting date **08/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **04/12/2015**
Termination Date:Contract term: **4 years and 1 day**4. Type of contract: **MSA**Contract description: **Communications**

5. Purpose of contract:

This is the first amendment to the contract to provide communications site parts and services to include emergency and general maintenance statewide on an as needed basis. Services will include scheduled and unscheduled surveys, assessments, installations, replacements, maintenance and repairs of state owned communication equipment, and infrastructure and fixtures. The equipment includes towers, antennas, transmission lines, AC/DC power systems, generator systems, fiber optics, two way radio systems and microwave systems. This amendment increases the maximum amount from \$300,000 to \$500,000, based on the usage of the contract to date and an estimate of the amount needed for the term of the contract.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$300,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$200,000.00
4. New maximum contract amount:	\$500,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies do not have the expertise to perform the array of communication site maintenances.

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 staffing capacity, technical expertise or resources to fulfill this work requirement.

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 one of the nine highest ranked vendors selected from eleven proposers.

d. Last bid date: 10/25/2010 Anticipated re-bid date: 10/24/2014

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:

NDOT has contracted with Commsite on 6/23/10 and 10/11/10; rating 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	Ideloach	07/07/2014 15:59:48 PM
Division Approval	Ideloach	07/07/2014 15:59:51 PM
Department Approval	Ideloach	07/07/2014 15:59:54 PM
Contract Manager Approval	gburchet	07/09/2014 16:44:21 PM
DoIT Approval	bbohm	07/10/2014 08:23:03 AM
Budget Analyst Approval	sjohnso9	07/16/2014 08:50:35 AM
BOE Agenda Approval	sbrown	07/22/2014 08:42:26 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: **11971**Amendment
Number: **1**Agency Name: **MASTER SERVICE AGREEMENTS**Legal Entity
Name: **NNE CONSTRUCTION, INC.**Agency Code: **MSA**Contractor Name: **NNE CONSTRUCTION, INC.**Appropriation Unit: **9999 - All Categories**Address: **163 OSINO UNIT 5**Is budget authority
available?: **Yes**City/State/Zip **ELKO, NV 89801-9402**

If "No" please explain: Not Applicable

Contact/Phone: **Richard Williams 775/738-8745**Vendor No.: **T27020691**NV Business ID: **NV20001345027**To what State Fiscal Year(s) will the contract be charged? **2011-2015**

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 %	X Other funding	100.00 % Various

Agency Reference #: **RFP 1877**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **04/12/2011**
Examiner's approval?Anticipated BOE meeting date **08/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **04/12/2015**
Termination Date:Contract term: **4 years and 1 day**4. Type of contract: **MSA**Contract description: **Communications**

5. Purpose of contract:

This is the first amendment to the contract to provide communications site parts and services to include emergency and general maintenance statewide on an as needed basis. Services will include scheduled and unscheduled surveys, assessments, installations, replacements, maintenance and repairs of state owned communication equipment, and infrastructure and fixtures. The equipment includes towers, antennas, transmission lines, AC/DC power systems, generator systems, fiber optics, two way radio systems and microwave systems. This amendment increases the maximum amount from \$200,000 to \$500,000, based on the usage of the contract to date and an estimate of the amount that will be needed for the term of the contract.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$200,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$300,000.00
4. New maximum contract amount:	\$500,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies do not have the expertise to perform the array of communication site maintenances.

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 staffing capacity, technical expertise or resources to fulfill this work requirement.

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 one of the nine highest vendors selected from eleven proposers.

d. Last bid date: 10/25/2010 Anticipated re-bid date: 10/24/2014

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:

FY 09 for the Department of Information Technology - rating 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	Ideloach	07/07/2014 15:40:03 PM
Division Approval	Ideloach	07/07/2014 15:40:08 PM
Department Approval	Ideloach	07/07/2014 15:59:19 PM
Contract Manager Approval	gburchet	07/09/2014 16:44:51 PM
DoIT Approval	bbohm	07/10/2014 08:22:12 AM
Budget Analyst Approval	sjohnso9	07/16/2014 08:43:55 AM
BOE Agenda Approval	sbrown	07/22/2014 08:38:21 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: **15713**

Agency Name: **DETR - ADMINISTRATIVE SERVICES**
 Agency Code: **908**
 Appropriation Unit: **All Budget Accounts - Category 04**
 Is budget authority available?: **Yes**
 If "No" please explain: **Not Applicable**

Legal Entity Name: **NORTHERN NEVADA INTERNATIONAL**
 Contractor Name: **NORTHERN NEVADA INTERNATIONAL**
 Address: **CENTER**
821 N CENTER CT
 City/State/Zip: **RENO, NV 89501-1015**
 Contact/Phone: **Dr. Carina Black 775/784-7515**
 Vendor No.: **PUR0005229**
 NV Business ID: **NV19811015213**

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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 % All DETR Budget Accounts

Agency Reference #: **1905-16-DETR**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/08/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2016**Contract term: **1 year and 358 days**4. Type of contract: **Contract**Contract description: **Interpreters**

5. Purpose of contract:

This is a new contract that continues ongoing interpretation/translation services for the Department of Employment, Training and Rehabilitation in northern Nevada. Interpreters are to be fluent in both languages, predominately Spanish, and interpretation must be on a word-for-word basis for clients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,500.00**Other basis for payment: **\$60/hr. (two hr. minimum) for interpretation services; \$0.24 per word for translation services.****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Department of Labor requires the agency to provide interpreters for Unemployment Insurance hearings, if requested.

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

The agency does not have sufficient employees with the expertise to accomplish 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):

American Language Services
Northern Nevada International Center
Interpreters Unlimited

b. Solicitation Waiver: **Not Applicable**

#1

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

One in a vendor pool.

d. Last bid date: 04/01/2014 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?

Yes

See the attached Authorization to Contract form for details.

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

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:

Northern Nevada International Center has been providing satisfactory service to Department of Employment, Training and Rehabilitation since July, 2010.

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:

, Ph:

, Ph:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mchadwic	05/12/2014 09:59:56 AM
Division Approval	mcost1	05/20/2014 15:19:05 PM
Department Approval	mcost1	05/20/2014 15:19:09 PM
Contract Manager Approval	kwynands	06/03/2014 16:30:41 PM
Budget Analyst Approval	jmurph1	07/08/2014 15:23:24 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: **15815**Agency Name: **ADJUTANT GENERAL & NATIONAL GUARD**Agency Code: **431**Appropriation Unit: **3650-10**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **TIBERTI COMPANY, THE**Contractor Name: **TIBERTI COMPANY, THE**Address: **TIBERTI FENCE COMPANY
4975 ROGERS ST**City/State/Zip: **LAS VEGAS, NV 89118-1506**Contact/Phone: **702/382-7070**Vendor No.: **PUR0001695**NV Business ID: **20101472051**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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NMD# 013-14S**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **06/19/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/30/2015**Contract term: **1 year and 72 days**4. Type of contract: **Contract**Contract description: **Add'l fencing, FETC**

5. Purpose of contract:

This is a new contract to add approximately 740 linear feet of six foot chain link fencing at the Floyd Edsell Training Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,500.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

This is a new contract to install additional fencing and gates to an existing fence. This additional fencing will allow access while securing the Floyd Edsell Training Center building, property, equipment, and military vehicles.

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 people or skill set in-house to install the fence and gate components.

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):

**Red Star Fence Company
DNG Automatic Gates LLC
The Tiberti Co**b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen because they were to lowest bidder and their previous contractual work was satisfactory.

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 agency has previously contracted with this vendor and found the service 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	vradford	06/16/2014 15:46:31 PM
Division Approval	ctyle1	06/16/2014 16:52:44 PM
Department Approval	ctyle1	06/16/2014 16:52:46 PM
Contract Manager Approval	vradford	06/16/2014 17:03:11 PM
Budget Analyst Approval	jborrowm	06/19/2014 15:19:21 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: **12515**Amendment Number: **2**Agency Name: **NEVADA STATE LIBRARY AND ARCHIVES**Legal Entity Name: **LEARNINGEXPRESS LLC**Agency Code: **332**Contractor Name: **LEARNINGEXPRESS LLC**Appropriation Unit: **2891-12**Address: **2 RECTOR ST FL 26**Is budget authority available?: **Yes**City/State/Zip: **NEW YORK, NY 10006-1832**If "No" please explain: **Not Applicable**Contact/Phone: **Kheil McIntyre 646-274-6439**Vendor No.: **T27028286**NV Business ID: **NV20111464092**To what State Fiscal Year(s) will the contract be charged? **2012-2015**

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 %
X Federal Funds	100.00 %	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 **09/13/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2014**

Termination Date:

Contract term: **3 years and 291 days**4. Type of contract: **Contract**Contract description: **Database Licenses**

5. Purpose of contract:

This is the second amendment to the original contract, which provides access to online K-12 licensed encyclopedia databases. These databases are used remotely statewide by students and libraries in Nevada which support K-12 curriculum. This amendment extends the termination date from June 30, 2014 to June 30, 2015 and increases the maximum amount from \$125,877 to \$170,877 due to the extension of one more year.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$45,000.00
2. Total amount of any previous contract amendments:	\$80,877.00
3. Amount of current contract amendment:	\$45,000.00
4. New maximum contract amount:	\$170,877.00
and/or the termination date of the original contract has changed to:	06/30/2015

II. JUSTIFICATION

7. What conditions require that this work be done?

This was originally requested and approved by the State Commission of Technology in Education. It is in the best interest of the state to continue to provide its citizens and students statewide access via libraries and the internet.

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

The State Does not have licensed databases.

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?

Eleven proposals were received and this vendor was chosen to meet the libraries needs.

d. Last bid date: 04/13/2011 Anticipated re-bid date: 01/01/2015

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	csweeney	06/18/2014 15:16:28 PM
Division Approval	csweeney	06/18/2014 15:16:32 PM
Department Approval	csweeney	06/18/2014 15:16:35 PM
Contract Manager Approval	csweeney	06/18/2014 15:16:37 PM
Budget Analyst Approval	sewart	07/10/2014 15:58:01 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: **12588**Amendment
Number: **1**Agency Name: **STATE PUBLIC WORKS DIVISION**Legal Entity
Name: **JBA CONSULTING ENGINEERS INC**Agency Code: **082**Contractor Name: **JBA CONSULTING ENGINEERS INC**Appropriation Unit: **1551-09**Address: **5155 W PATRICK LN STE 100**Is budget authority
available?: **Yes**City/State/Zip: **LAS VEGAS, NV 89118-2828**If "No" please explain: **Not Applicable**Contact/Phone: **702/362-9200**Vendor No.: **T80928382**NV Business ID: **NV19661000733**To what State Fiscal Year(s) will the contract be charged? **2012-2015**

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 %	X Bonds	100.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **7367**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/11/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2015**

Termination Date:

Contract term: **3 years and 263 days**4. Type of contract: **Contract**Contract description: **PROF SERV AGR**

5. Purpose of contract:

This is the first amendment to the original contract, which provides professional architectural/engineering services to replace doors, locks and control panels in the housing units 2, 3 & 4 at the Southern Desert Correctional Center; Project No. 11-M15; Contract No. 7367. This amendment increases the maximum amount from \$170,180 to \$197,140 to provide additional construction administration services to complete the project.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$170,180.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$26,960.00
4. New maximum contract amount:	\$197,140.00

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 CIP

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**

#4

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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:

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	dgrimm	06/18/2014 13:51:42 PM
Division Approval	dgrimm	06/18/2014 13:51:45 PM
Department Approval	dgrimm	06/18/2014 16:09:33 PM
Contract Manager Approval	dgrimm	06/20/2014 10:27:12 AM
Budget Analyst Approval	jrodrig9	07/22/2014 10:15:53 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: **15822**Agency Name: **DCNR - STATE LANDS**Agency Code: **707**Appropriation Unit: **4200-12**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **FIRST AMERICAN TITLE INSURANCE**Contractor Name: **FIRST AMERICAN TITLE INSURANCE COMPANY**Address: **2500 PASEO VERDE PKWY STE 120
HENDERSON, NV 89074**City/State/Zip: **PAUL V. MANGUAL 702-731-4131**Contact/Phone: **T80984703F**Vendor No.: **NV2013137776**

NV Business ID:

To what State Fiscal Year(s) will the contract be charged?

2015-2018

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	50.00 % TAHOE MITIGATION FEES
Federal Funds	0.00 %	X	Bonds	25.00 %
Highway Funds	0.00 %	X	Other funding	25.00 % STATE LAND REVOLVING ACCOUNT

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Title/Escrow Service**

5. Purpose of contract:

This is a new contract, which provides title and escrow services to support various Division of State Lands programs related to disposal and acquisition of State parcels, the Nevada Land Bank, the Environmental Improvement Program, and other land management activities statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$39,996.00**

Payment for services will be made at the rate of \$9,999.00 per State Fiscal Year

Other basis for payment: Payment is based on the current rate sheet and scope of work in contract attachment AA and is submitted as services are needed.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 321.001 gives the Division of State Lands the authority to acquire, hold and administer State Lands, and NRS 321.5953 allows for the establishment and management of programs to preserve, enhance and restore lands in the Lake Tahoe Basin. As part of the above statutory authorities, lands or interests in lands are periodically acquired or disposed of by the Division of State Lands.

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

The State and the Division of State Lands do not have personnel available to perform these services. Title and escrow services must be completed by a licensed, professional title and escrow company.

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):

TICOR TITLE COMPANY
STEWART TITLE COMPANY
NORTHERN NEVADA TITLE COMPANY
FIRST CENTENNIAL TITLE COMPANY OF NEVADA
FIRST AMERICAN TITLE INSURANCE COMPANY

b. Solicitation Waiver: **Not Applicable**

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

First American Title Insurance Company was chosen because of their demonstrated expertise in Northern Nevada, including the Lake Tahoe Basin, and because of previous positive experiences. In addition, the contractor has the ability to provide service throughout all of Northern Nevada.

d. Last bid date: 02/10/2014 Anticipated re-bid date: 02/10/2018

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 has been engaged with the Division of State Lands since 2008 and the quality of service has been verified as satisfactory by the agency.

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:

ELYSE RANDLES, STATE LAND AGENT III Ph: 775-684-2735

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bre00	06/18/2014 09:56:48 AM
Division Approval	bre00	06/18/2014 09:56:51 AM
Department Approval	abrook1	06/19/2014 07:02:01 AM
Contract Manager Approval	bre00	06/19/2014 08:50:21 AM
Budget Analyst Approval	jrodrig9	06/25/2014 17:05:50 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: **15814**Agency Name: **DHHS - HEALTH AND HUMAN SERVICES DIRECTOR'S OFFICE**Agency Code: **400**Appropriation Unit: **3200-19**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **PROBLEM GAMBLING SOLUTIONS**Contractor Name: **PROBLEM GAMBLING SOLUTIONS**Address: **1602 S.W. WESTWOOD DRIVE**City/State/Zip: **PORTLAND, OR 97239**Contact/Phone: **DR. JEFF MAROTTA 503-706-1197**Vendor No.: **T27018160**NV Business ID: **NV2010605733**To what State Fiscal Year(s) will the contract be charged? **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 % SLOT TAX

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2015**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 (GMU), DHHS Advisory Committee on Problem Gambling (ACPG), and to the ACPG groups. In addition, this contractor will assist in the continued development and 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: **\$41,000.00**

Other basis for payment: \$150 per hour of consultation and \$75 per hour for time spent in travel status, plus pre-approved travel at state and GSA rates.

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 FY15 to ensure that the plan and payment system are successfully integrated into program activities and that the plan objectives are rolled out as intended. In addition, the contractor will oversee the reintroduction and revision of the Prevention Strategic Plan that he was instrumental in developing in 2009. This plan was put on hold during Problem Gambling funding reductions from FY11 through FY13.

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 necessary for this work.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

#6

a. List the names of vendors that were solicited to submit proposals (include at least three):

University of Maryland School of Medicine
Problem Gambling Solutions
Gemini Research
Association of Problem Gambling Service Administrators

b. Solicitation Waiver: **Not Applicable**

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

This was the only vendor who was able to provide a response. The other vendors indicated their inability to provide a proposal or did not provide a response at all.

d. Last bid date: 04/21/2014 Anticipated re-bid date: 02/03/2015

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:

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:

Patrick Petrie, Social Services Program Specialist III Ph: 702-486-4319

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bvale1	06/16/2014 15:15:48 PM
Division Approval	bvale1	06/16/2014 15:15:51 PM
Department Approval	ecreceli	06/19/2014 16:17:49 PM
Contract Manager Approval	bvale1	06/19/2014 17:16:19 PM
Budget Analyst Approval	knielsen	06/24/2014 11:17:35 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: **15795**Agency Name: **DEPARTMENT OF AGRICULTURE**Agency Code: **550**Appropriation Unit: **4554-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **All Seasons Lawn, Inc.**Contractor Name: **All Seasons Lawn, Inc.**Address: **P.O. Box 41358**City/State/Zip: **Reno, NV 89504**Contact/Phone: **Marissa Giampaoli 775-329-1531**

Vendor No.:

NV Business ID: **NV20051076362**To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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	50.00 % Device Testing Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	X	Other funding	50.00 % Cost Allocation

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2016**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Sparks Landscaping**

5. Purpose of contract:

This is a new contract to provide gardening/cleanup services around the Department of Agriculture's Headquarters and the Consumer Equability building in Sparks.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,800.00**

Payment for services will be made at the rate of \$450.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

The public comes into each building multiple times a day and having the landscaping around the property look ragged and messy does not portray the State or its employees in a professional light.

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

The area that must be cleaned and maintained is too large for the existing building maintenance staff to perform. Other state employees are better employed performing their job functions instead of pulling weeds, raking, sweep, edging, etc.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Signature Landscapes
Garden Shop
Reno Green Landscaping
All Seasons Lawn

b. Solicitation Waiver: **Not Applicable**

#7

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

Lowest Cost

d. Last bid date: 04/01/2014 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:
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:

Mike Geissinger, Facilities Manager Ph: 775-225-7421

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wcune1	06/09/2014 09:47:26 AM
Division Approval	wcune1	06/09/2014 09:47:29 AM
Department Approval	wcune1	06/09/2014 09:47:41 AM
Contract Manager Approval	wcune1	06/09/2014 10:44:19 AM
Budget Analyst Approval	sbarkdul	06/23/2014 06:50:12 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: **14349**Amendment
Number: **3**Agency Name: **DPS-EMERGENCY MANAGEMENT**Legal Entity
Name: **X-Tec, Incorporated**Agency Code: **654**Contractor Name: **X-Tec, Incorporated**Appropriation Unit: **3673-53**Address: **11180 Sunrise Valley Drive
Suite 301**Is budget authority
available?: **Yes**City/State/Zip: **Reston, VA 20191**If "No" please explain: **Not Applicable**Contact/Phone: **Chip Credno 703-547-3524**Vendor No.: **T32002307**NV Business ID: **NV20121751429**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 %
X Federal Funds	100.00 %	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 **06/11/2013**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved
Termination Date: **06/30/2014**Contract term: **1 year and 81 days**4. Type of contract: **Contract**Contract description: **Responder Credential**

5. Purpose of contract:

This is the third amendment to the original contract, which provides credentialing of first responders as part of emergency management. This amendment extends the termination date from June 30, 2014 to August 31, 2014 and increases the maximum amount from \$298,264.33 to \$346,819.05 due to the additional licenses enabling the emergency responder credentials to remain valid for 3 years from issuance as well as card holders and card printer consumables.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$298,264.33
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$48,554.72
4. New maximum contract amount:	\$346,819.05
and/or the termination date of the original contract has changed to:	08/31/2014

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) developed the National Incident Management System (NIMS) Guideline for the Credentialing of Personnel (the guideline) to describe national credentialing standards and to provide written guidance regarding the use of those standards. The State of Nevada has developed additional credentials to describe specialty functions within the State. A federally interoperable system of identity/credential cards is needed statewide to validate a responder's identity as well as hold their current qualifications. Having established standards allows the community to plan for, request, and have confidence in resources deployed from other jurisdictions for emergency assistance. Credentialing ensures that personnel resources match requests, and it supports effective management of deployed responders. The credentialing and typing process identifies tools which emergency managers at all levels of government may use both routinely and to facilitate multijurisdictional coordinated responses. The PIV (Personal Identity Verification) standard encourages interoperability among Federal, State, local, territorial, tribal, and private sector officials in order to facilitate emergency responder deployment for response, recovery, and restoration. The intent is to build on existing processes and systems to improve the delivery of intra and interstate mutual aid.

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

There are no state employees or agencies who can provide the equipment or have the expertise to perform the 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):

X-Tec, Inc.
ESI Acquisitions, Inc.
Identiphoto

b. Solicitation Waiver: **Not Applicable**

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

This vendor's proposal scored highest by an evaluation committee in accordance with RFP requirements.

d. Last bid date: 01/08/2013 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 is currently under contract with the division and services are 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	jgarret1	06/17/2014 14:42:27 PM
Division Approval	jdibasil	06/18/2014 16:14:06 PM
Department Approval	mteska	06/19/2014 06:56:27 AM
Contract Manager Approval	jbauer	06/20/2014 12:37:12 PM
DoIT Approval	bbohm	06/23/2014 13:51:45 PM
Budget Analyst Approval	jstrandb	06/23/2014 15:21:36 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: **15058**Amendment Number: **1**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Legal Entity Name: **ABM Building Services LLC**Agency Code: **409**Contractor Name: **ABM Building Services LLC**Appropriation Unit: **3148-07**Address: **6280 S Valley View Blvd Ste636**Is budget authority available?: **Yes**City/State/Zip: **Las Vegas, NV 89118**If "No" please explain: **Not Applicable**Contact/Phone: **702-260-7012**Vendor No.: **T27030600A**NV Business ID: **NV20031195467**To what State Fiscal Year(s) will the contract be charged? **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 **10/23/2013**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2014**

Termination Date:

Contract term: **250 days**4. Type of contract: **Contract**Contract description: **HVAC services**

5. Purpose of contract:

This is the first amendment to the original new contract, which provides HVAC repairs on an as needed basis for Summit View Youth Correctional Center. This amendment increases the maximum amount from \$24,000 to \$39,000 in order to complete emergency repairs needed now on HVAC systems.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$24,000.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$15,000.00
4.	New maximum contract amount:	\$39,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Summit View Youth Correctional Center has been vacant for more than 3 years. The facility was Legislatively approved to be reopened by a private company in conjunction with the State. Many repairs are necessary to restore the property back to a suitable condition for the occupants.

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

There are no employees with the needed expertise.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

#9

a. List the names of vendors that were solicited to submit proposals (include at least three):

Ontario Refrigeration
Bishop Air Service
Lawyer Mechanical
ABM Building Services
Desert Boilers & Controls

b. Solicitation Waiver: **Not Applicable**

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

This vendor best meets the needs of the 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:

Yes, with DCFS and 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:

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	jmorro5	06/14/2014 08:07:33 AM
Division Approval	jmorro5	06/14/2014 08:07:37 AM
Department Approval	ecreceli	06/20/2014 13:07:50 PM
Contract Manager Approval	ihyman	06/20/2014 13:48:13 PM
Budget Analyst Approval	knielsen	06/24/2014 11:45:36 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: **15809**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3148-07**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **Gibson Construction of Nevada Inc**Contractor Name: **Gibson Construction of Nevada Inc**Address: **4842 Berg St**City/State/Zip: **Las Vegas, NV 89081**Contact/Phone: **702-399-4600**Vendor No.: **T27031829**NV Business ID: **NV19971263505**To what State Fiscal Year(s) will the contract be charged? **2015-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

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 **07/01/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **gate repair**

5. Purpose of contract:

This is a new contract that continues ongoing repairs to gates, sally port gates, and fencing on an as needed basis for Summit View Youth Correctional Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**

Other basis for payment: upon receipt and approval of invoices

II. JUSTIFICATION

7. What conditions require that this work be done?

As a correctional facility, it is imperative for the security and safety of the facility's population, staff, and the general public that the fencing and gates be maintained in perfect condition.

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

There are no employees with the needed 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):

**Fencing Specialists Inc
Tiberti Fence Company
Gibson Construction of Nevada Inc**
b. Solicitation Waiver: **Not Applicable**

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

#10

This vendor best meets the needs of the 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:

Yes, with DCFS and 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:

David Anderson, ASO2 Ph: 67099

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmorro5	06/14/2014 08:07:03 AM
Division Approval	jmorro5	06/14/2014 08:07:05 AM
Department Approval	ecreceli	06/19/2014 16:53:14 PM
Contract Manager Approval	ihyman	06/20/2014 12:26:44 PM
Budget Analyst Approval	knielsen	06/24/2014 14:45:12 PM

#10

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: **13305**Amendment Number: **1**Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**Legal Entity Name: **Suburban Elevator of Nevada**Agency Code: **406**Contractor Name: **Suburban Elevator of Nevada**Appropriation Unit: **3161-07**Address: **2960 Westwood Dr. Suite 11**Is budget authority available?: **Yes**City/State/Zip: **Las Vegas, NV 89109**If "No" please explain: **Not Applicable**Contact/Phone: **800-641-1863**Vendor No.: **T27012322**NV Business ID: **NV20051561925**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.

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 **04/23/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2016**

Termination Date:

Contract term: **4 years and 69 days**4. Type of contract: **Contract**Contract description: **Elevator Maintenance**

5. Purpose of contract:

This is the first amendment to the original contract, which continues ongoing maintenance and repair services to two (2) elevators in Building #3 of the Southern Nevada Adult Mental Health Services Campus. This amendment extends the termination date from June 30, 2014 to June 30, 2016 and increases the maximum amount from \$8,046 to \$21,092 due to the continued need for these services.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$8,046.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$13,046.00
4.	New maximum contract amount:	\$21,092.00

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 455C.100 and NRS 455C.110 states that the owner of any elevator must obtain the proper operating permits, which requires the continued service, maintenance and inspection to the elevator.

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

There are currently no State employees at Southern Nevada Adult Mental Health Services who have the training and certification to perform these services.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

#11

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?

Suburban Elevator was selected because they were the only company to respond to our informal bid request.

d. Last bid date: 02/02/2012 Anticipated re-bid date: 02/03/2016

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:

Suburban Elevator has been previously under contract from July 1, 2008 to current with Southern Nevada Adult Mental Health Services for the same work and performed satisfactory work.

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	alaw1	06/16/2014 17:36:38 PM
Division Approval	alaw1	06/16/2014 17:36:41 PM
Department Approval	ecrecli	06/20/2014 15:25:46 PM
Contract Manager Approval	tpollar2	06/24/2014 15:10:43 PM
Budget Analyst Approval	knielsen	06/24/2014 17:20:35 PM

#11

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: **15771**

Agency Name: DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name: United Lock and Security, Inc
Agency Code: 406	Contractor Name: United Lock and Security, Inc
Appropriation Unit: 3161-07	Address: 8172 W Sahara Ave Suite 102
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89117
If "No" please explain: Not Applicable	Contact/Phone: Peter Levy 702-258-5625
	Vendor No.: T29014362
	NV Business ID: NV20061039362

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.

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 **06/26/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **04/30/2016**Contract term: **1 year and 309 days**4. Type of contract: **Contract**Contract description: **Door Replacement**

5. Purpose of contract:

This is a new contract to provide labor to install specialty doors, exit devices, electromagnetic locking systems, door closers and smoke seals in the Rawson Neal Psychiatric Hospital at Southern Nevada Adult Mental Health Services. The doors and locking systems utilized in psychiatric hospital treatment environments are specialty items that require specialized knowledge for installation.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,800.00**

Payment for services will be made at the rate of \$985.00 per double door

Other basis for payment: \$985 per double door installation. \$500 per single door installation

II. JUSTIFICATION

7. What conditions require that this work be done?

To protect the safety and welfare of consumers and visitors at the facility, these doors and mechanisms ensure secure and fluid passage between unit and other area doors and while meeting Joint Commission, CMS and Life Safety standards.

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

Current State employees do not have the necessary knowledge, skill and training in the electromagnetic door and locking systems.

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):

#12

United Lock and Security, Inc.
Vegas Valley Locking Systems, Inc.
Green Door
Western States Door Controls, Inc.

b. Solicitation Waiver: **Not Applicable**

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

This vendor was selected as the best solution and offered the best rate.

d. Last bid date: 02/21/2014 Anticipated re-bid date: 02/21/2018

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:

Les Sharp, Interim Facilities Director Ph: 702-486-6000

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	alaw1	06/14/2014 10:24:24 AM
Division Approval	alaw1	06/14/2014 10:24:26 AM
Department Approval	ecrecli	06/20/2014 15:48:18 PM
Contract Manager Approval	cbussie1	06/24/2014 14:36:27 PM
Budget Analyst Approval	bberry	06/26/2014 07:58:25 AM

#12

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: **14493**Amendment Number: **1**Agency Name: **DIVISION OF WATER RESOURCES**Legal Entity Name: **U.S. Geological Survey**Agency Code: **705**Contractor Name: **U.S. Geological Survey**Appropriation Unit: **4171-12**Address: **2730 Deer Run Road**Is budget authority available?: **Yes**City/State/Zip: **Carson City, NV 89701**If "No" please explain: **Not Applicable**Contact/Phone: **Marsha Gipson 775-887-7600**Vendor No.: **T80838030**NV Business ID: **N/A**To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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.

X	General Funds	57.00 %	Fees	0.00 %
X	Federal Funds	43.00 %	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 **07/09/2013**Anticipated BOE meeting date **08/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2015**Contract term: **1 year and 356 days**4. Type of contract: **Cooperative Agreement**Contract description: **Base Hydrology JFA**

5. Purpose of contract:

This is the first amendment to the original contract, which provided for the operation and maintenance of a streamflow gaging network, groundwater level data collection, data entry and review and publication of the data to the internet and as an annual publication. The purpose of this amendment is to add two stream-flow measurement stations to the scope of work which will be paid for by the U.S. Geological Service. There is no additional cost to the State for this amendment and the period of performance for the contract remains unchanged.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$713,462.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$15,215.00
4.	New maximum contract amount:	\$728,677.00

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a program monitoring streamflows and groundwater levels used to assist the State Engineer in the management of the water resources of Nevada.

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

The U.S. Geological Survey has the scientists, equipment and expertise to provide the products and services.

9. Were quotes or proposals solicited? **No**

#13

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 U. S. Geological Survey has the necessary equipment in place and experience in delivering the desired product, and the State Engineer is authorized to enter into agreements with the U.S. Geological Survey under NRS 532.170.

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 Division has executed many agreements with the U.S. Geological Survey that have resulted in products widely used by governmental agencies and the public. The results 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 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	bkordono	06/19/2014 11:03:01 AM
Division Approval	bkordono	06/19/2014 11:03:06 AM
Department Approval	abrook1	06/24/2014 09:11:46 AM
Contract Manager Approval	bkordono	06/24/2014 09:35:44 AM
Budget Analyst Approval	jrodrig9	07/22/2014 10:16:12 AM

#13

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: **15839**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: **LEVITT, LANSFORD W**Contractor Name: **LEVITT, LANSFORD W**Address: **4747 CAUGHLIN PKWY**City/State/Zip: **RENO, NV 89519-0906**Contact/Phone: **LANSFORD LEVITT 775/333-7366**Vendor No.: **T81035829**NV Business ID: **NV20101354253**To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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 % 134815 TORT FUND

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/07/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2016**Contract term: **1 year and 359 days**4. Type of contract: **Contract**Contract description: **Mediation**

5. Purpose of contract:

This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

It is often in the best interest of the State of Nevada to try to settle a case instead of having a verdict from a jury or judge. Some courts hold mandatory settlement conferences but not all. There are times when a neutral 3rd party can help the State and the plaintiff reach an appropriate, cost-effective settlement.

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

State employees are not able to do the work: Neutral parties are required to conduct these types of mediations and employees of the State of Nevada would not be considered a neutral 3rd party.

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):

#14

Mediate.com
Reverse Logistics Association
Mediators of Southern Nevada
Mediation Offices of Gary E. Hoid
Nevada Dispute Resolution Coalition
ADR Services, Inc
JAMS
Margaret Crowley
Lansford Levitt
Dispute Intervention Services
Shela Hynes, MA, MFT

b. Solicitation Waiver: **Not Applicable**

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

Contracts are being established with all vendors who submitted a response.

d. Last bid date: 06/01/2014 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:

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:

Nancy Katafias, Tort Claims Administrator Ph: 775-684-1252

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mradu	06/23/2014 17:05:27 PM
Division Approval	clesli1	06/24/2014 08:05:06 AM
Department Approval	chowle	06/24/2014 10:50:09 AM
Contract Manager Approval	Iramire7	06/25/2014 09:23:22 AM
Budget Analyst Approval	ekin4	06/25/2014 10:02:34 AM

#14

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: **15838**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: **HOID, GARY E**Contractor Name: **HOID, GARY E**Address: **1131 BUZZYS RANCH RD**City/State/Zip: **CARSON CITY, NV 89701**Contact/Phone: **775-315-7138**Vendor No.: **T32002894**NV Business ID: **NV20131650247**To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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 % 134815 TORT FUND

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/07/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2016**Contract term: **1 year and 359 days**4. Type of contract: **Contract**Contract description: **Mediation**

5. Purpose of contract:

This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

It is often in the best interest of the State of Nevada to try to settle a case instead of having a verdict from a jury or judge. Some courts hold mandatory settlement conferences but not all. There are times when a neutral 3rd party can help the State and the plaintiff reach an appropriate, cost-effective settlement.

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

State employees are not able to do this work: neutral parties are required to conduct these types of mediations and employees of the State of Nevada would not be considered a neutral 3rd party.

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):

#15

REVESE LOGISTICS ASSOCIATION
MEDIATORS OF SOUTHERN NEVADA
MEDIATION OFFICES OF GARY E HOID
NEVADA DISPUTE RESOLUTION COALITION
ADR SERVICES INC
JAMS, INC
MARGARTE CROWLEY
LANSFORD LEVITT
DISPUTE INTERVENTION SERVICES
SHEILA HYNES, MA, MFT
MEDIATE.COM

b. Solicitation Waiver: **Not Applicable**

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

Contracts are being established with all vendors who submitted a response.

d. Last bid date: 06/01/2014 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:

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:

Nancy Katafias, Tort Claims Administrator Ph: 775-684-1252

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mradu	06/23/2014 17:05:53 PM
Division Approval	clesli1	06/24/2014 08:04:54 AM
Department Approval	chowle	06/24/2014 09:52:12 AM
Contract Manager Approval	Iramire7	06/25/2014 09:23:08 AM
Budget Analyst Approval	ekin4	06/25/2014 10:28:01 AM

#15

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: **15835**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: **JAMS INC**Contractor Name: **JAMS INC**Address: **PO BOX 512850**City/State/Zip: **LOS ANGELES, CA 90051-0850**Contact/Phone: **MINDI MERRITT 949/22446289**Vendor No.: **T27018966A**NV Business ID: **NV20051356067**To what State Fiscal Year(s) will the contract be charged? **2015-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % 134815 TORT FUND

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/07/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **3 years and 359 days**4. Type of contract: **Contract**Contract description: **Mediation**

5. Purpose of contract:

This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

It is often in the best interest of the State of Nevada to try to settle a case instead of having a verdict from a jury or judge. Some courts hold mandatory settlement conferences but not all. There are times when a neutral 3rd party can help the State and plaintiff reach an appropriate, cost-effective settlement.

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

State employees are not able to do this work: Neutral parties are required to conduct these types of mediation and employees of the State of Nevada would not be considered a neutral 3rd party.

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):

#16

Mediate.com
Reverse Logistics Association
Mediators of Southern Nevada
Mediation Offices of Gary E Hoid
Nevada Dispute Resolution Coalition
ADR Services, Inc
JAMS
Margaret Crowley
Lansford Levitt
Dispute Intervention Services
Sheila Hynes, MA, MFT

b. Solicitation Waiver: **Not Applicable**

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

Contracts are being established with all vendors who submitted a response

d. Last bid date: 06/01/2014 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:

Nancy Katafias, Tort Claims Administrator Ph: 775-684-1252

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mradu	06/20/2014 16:03:23 PM
Division Approval	clesli1	06/24/2014 08:05:19 AM
Department Approval	chowle	06/24/2014 10:49:15 AM
Contract Manager Approval	iramire7	06/25/2014 09:24:11 AM
Budget Analyst Approval	ekin4	06/25/2014 10:21:22 AM

#176

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: **15842**Agency Name: **ADMIN - STATE PUBLIC WORKS
DIVISION**Agency Code: **082**Appropriation Unit: **All Budget Accounts - Category 95**Is budget authority
available?: **No**

If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD, but all funding and contractor payment responsibilities will remain with the initiating agency. For this contract the funding and expenditure authority will be the Account 3179, Expenditure Category 95, ADA review of leased properties for B & G Leasing services.

Legal Entity Name: **JVC ASSOCIATES INC DBA**Contractor Name: **JVC ASSOCIATES INC DBA**Address: **JVC ARCHITECTS
5385 CAMERON ST STE 15**City/State/Zip: **LAS VEGAS, NV 89118-6257**Contact/Phone: **702/871-3416**Vendor No.: **T27007825**NV Business ID: **NV19831066659**To what State Fiscal Year(s) will the contract be charged? **2014-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

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 #: **101007**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **06/25/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **4 years and 6 days**4. Type of contract: **Contract**Contract description: **Misc Serv Agr**

5. Purpose of contract:

This is a new contract to provide miscellaneous services for the exterior paint at the Caliente Youth Center; Project No. 14-A033; Contract No. 101007.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$29,715.00**

Other basis for payment: monthly progress payments based on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2014 CIP

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

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing
Division? **No**

#17

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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:

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:

Luis Roa, project manager Ph: 702-486-5115.

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	06/24/2014 14:22:15 PM
Division Approval	dgrimm	06/24/2014 14:22:18 PM
Department Approval	dgrimm	06/24/2014 14:41:21 PM
Contract Manager Approval	dgrimm	06/24/2014 14:48:51 PM
Budget Analyst Approval	jrodrig9	06/25/2014 17:11:01 PM

#17

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: **15819**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **5010-15**Is budget authority available? **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CLS AMERICA INC**Contractor Name: **CLS AMERICA INC**Address: **1441 MCCORMICK STE 1050**City/State/Zip: **LARGO , MD 20774**Contact/Phone: **301/925-4411**Vendor No.: **T29008083**NV Business ID: **N/A**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 %
X Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	50.00 % HERITAGE WILDLIFE TRUST

Agency Reference #: **14-90**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **04/01/2014**Retroactive? **Yes**

If "Yes", please explain

Though efforts were underway to renew the 2 year contract, position vacancies prevented this contract from being processed expeditiously.

3. Termination Date: **06/30/2016**Contract term: **2 years and 91 days**4. Type of contract: **Contract**Contract description: **SATELLITE TRACKING**

5. Purpose of contract:

This is a new contract to provide Tracking services for Big Game animals and sage grouse via Satellites and Satellite Data Transmission. In order to better understand the habitat use areas, migration routes and movement patterns that big game animals and sage grouse have across the landscape. This information is critical for NDOW and land management agencies to make appropriate population and habitat management decisions that will result in the long-term propagation and conservation of the species in relation to detrimental large-scale projects such as mining, energy development, transportation corridors and urban expansion.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,785.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

To better understand the habitat use areas, migration routes and movement patterns that big game animals and sage grouse have across the landscape. This information is critical for NDOW and land management agencies to make appropriate population and habitat management decisions that will result in the long-term propagation and conservation of the species in relation to detrimental large-scale projects such as mining, energy development, transportation corridors and urban expansion.

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

he Department has no control over or access to the use of satellites for tracking animal movements.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

#18

a. List the names of vendors that were solicited to submit proposals (include at least three):

KORE TELEMATICS
GLOBALSTAR

b. Solicitation Waiver: **Not Applicable**

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

Satellite transmission services are directly tied to the specific type of transmitter deployed on wildlife animals and the satellite system that it transmits to and from. The satellite system that these collars only communicate to is the ARGOS satellite system. The ARGOS satellite system is solely managed by CLS America, Inc.

d. Last bid date: 05/01/2014 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 as a:

Foreign Corporation

CLS is not doing business in Nevada. It does not meet any of the criteria of NRS 76.100(6). There are no employees or equipment in Nevada at any time.

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.

CLS is not doing business in Nevada. It does not meet any of the criteria of NRS 76.100(6). There are no employees or equipment in Nevada at any time.

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.

As explained above CLS is not transacting business in the State therefore; not subject to NRS 80.010.

18. Agency Field Contract Monitor:

MIKE COX , BIOLOGIST Ph: 775-688-1556

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kdailey	06/17/2014 14:53:21 PM
Division Approval	kdailey	06/17/2014 14:53:24 PM
Department Approval	eobrien	06/20/2014 14:20:19 PM
Contract Manager Approval	kdailey	06/20/2014 14:23:21 PM
Budget Analyst Approval	sbarkdul	06/25/2014 07:43:26 AM

#18

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: **15833**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: **CROWLEY, MARGARET M DBA**Contractor Name: **CROWLEY, MARGARET M DBA**Address: **CROWLEY MEDIATION LLC****121 WASHINGTON ST**City/State/Zip: **RENO, NV 89503-5621**Contact/Phone: **MARGARET CROWLEY 775/233-6711**Vendor No.: **T29022857**NV Business ID: **NV20091179760**To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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 % 134815 TORT FUND

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/07/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2016**Contract term: **1 year and 359 days**4. Type of contract: **Contract**Contract description: **Mediation**

5. Purpose of contract:

This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

It is often in the best interest of the State of Nevada to try to settle a case instead of having a verdict from a jury or judge. Some courts hold mandatory settlement conferences but not all. There are times when a neutral 3rd party can help the State and the plaintiff reach an appropriate, cost-effective settlement.

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

State employees are not able to do this work: Neutral parties are required to conduct these types of mediations and employees of the State of Nevada would not be considered a neutral 3rd party.

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):

#19

Mediate.com
Reverse Logistics Association
Mediators of Southern Nevada
Mediation Offices of Gary E. Hoid
Nevada Dispute Resolution Coalition
ADR Services, Inc
JAMS
Margaret Crowley
Lansford Levitt
Dispute Intervention Services
Shela Hynes, MA, MFT

b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen in addition to seven other vendors for lawsuit mediation.

d. Last bid date: 06/01/2014 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:

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:

Nancy Katafias, Tort Claims Administrator Ph: 775-684-1252

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mradu	06/20/2014 16:18:08 PM
Division Approval	clesli1	06/24/2014 08:04:40 AM
Department Approval	chowle	06/25/2014 10:30:55 AM
Contract Manager Approval	Iramire7	06/25/2014 11:34:40 AM
Budget Analyst Approval	ekin4	06/26/2014 13:26:30 PM

#19

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: **13473**Amendment Number: **1**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.

X	General Funds	45.00 %	Fees	0.00 %
X	Federal Funds	55.00 %	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 **07/01/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved 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 the first amendment to the original contract, which allows for the completion of the federally required ADA Complementary Paratransit Eligibility evaluations for Medicaid recipients traveling to and from medical appointments. This amendment increases the maximum of the contract by \$10,661.28 to \$49,999.00 due to an increase in number of Medicaid recipients requiring Paratransit Eligibility evaluations.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$39,337.72
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$10,661.28
4.	New maximum contract amount:	\$49,999.00

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

#20

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:

RTC of Washoe County has been in contract with the State for several years and 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	lkoehler	05/20/2014 10:28:09 AM
Division Approval	trooker	06/24/2014 10:06:17 AM
Department Approval	ecreceli	06/26/2014 11:05:21 AM
Contract Manager Approval	lkoehler	06/26/2014 13:00:12 PM
Budget Analyst Approval	sewart	06/30/2014 13:51:32 PM

#20

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: **12667**Amendment Number: **1**Agency Name: **DEPARTMENT OF EDUCATION**Legal Entity Name: **SCANTRON CORPORATION
HARLAND TECHNOLOGY SERVICES**Agency Code: **300**Contractor Name: **SCANTRON CORPORATION
HARLAND TECHNOLOGY SERVICES**Appropriation Unit: **2697-19**Address: **PO BOX 93038**Is budget authority available?: **Yes**City/State/Zip: **CHICAGO, IL 60673-3038**

If "No" please explain: Not Applicable

Contact/Phone: **800 735 2566**Vendor No.: **PUR0000745A**NV Business ID: **NV20111459138**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.

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 **09/19/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **09/30/2015**

Termination Date:

Contract term: **4 years and 12 days**4. Type of contract: **Contract**Contract description: **HSPE Answer Document**

5. Purpose of contract:

This is the first amendment to the original contract for state mandated writing assessments for grades 11, 12 and adults, including preparing reader/scorer data documents and shipping to school districts throughout Nevada. This amendment, which extends the length of the contract from June 30, 2014 by a addition 15 months will end on September 30 2015 and also increase the contract authority by an additional \$35,000 not to exceed total authority of \$95,448.03.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$60,448.03 -
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$35,000.00
4.	New maximum contract amount:	\$95,448.03

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 389.015, Sec. 6 mandates to administer the High School Proficiency Exam. The answer documents are required for administering the exam.

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

The Nevada Department of Education does not have the necessary staff, resources, expertise, or the equipment to create and process the answer documents. The maintenance contract for the 5000i scanner/image with Harland Technologies specifically states that it will be null and void should Nevada Department of Education have a problem due to services and/or support of operation systems of non-Harland Technology Services software, hardware, or forms.

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 #: 110901A

Approval Date: 09/06/2011

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

Scantron/Harland Technology Services has sole ownership of the production and maintenance of the 5000i scanner/imager which the Nevada Department of Education owns and uses to scan writing assessment documents. Nevada Department of Education currently contracts with Harland for the maintenance on the 5000i scanner/imager. As a part of the Harland Technical Services, Scantron has sole propriety on the entire printing production, including paper and ink, of the documents this machine is guaranteed to scan correctly and accurately.

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:

Current NDE contracts for HSPE Answer Document via Scantron Corp (CETS #10903, 9/19/2011-6/30/2014) and Scantron Scanner - Hardware Maintenance (CETS #14282, 10/14/2012-6/30/2015).

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	lpaulino	06/26/2014 14:19:32 PM
Division Approval	lyoun7	06/26/2014 15:29:24 PM
Department Approval	lyoun7	06/26/2014 15:29:26 PM
Contract Manager Approval	lpaulino	06/26/2014 16:11:15 PM
Budget Analyst Approval	jmurph1	06/27/2014 09:44:28 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: **14191**Amendment Number: **1**Agency Name: **DETR ADMINISTRATIVE SERVICES**Legal Entity Name: **Mr. Electric**Agency Code: **908**Contractor Name: **Mr. Electric**Appropriation Unit: **All Budget Accounts - Category 04**Address: **6041 McLeod Dr.**Is budget authority available?: **Yes**City/State/Zip: **Las Vegas, NV 89120**If "No" please explain: **Not Applicable**Contact/Phone: **Andrew Jackson 702-737-8423**Vendor No.: **T27021722**NV Business ID: **NV20071342942**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	1.90 %	Fees	0.00 %	
X	Federal Funds	69.00 %	Bonds	0.00 %	
	Highway Funds	0.00 %	X Other funding	29.10 %	BEN, ESD Special Fund and Career Enhancement Program.

Agency Reference #: **1790-15-DETR**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **04/09/2013**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **03/31/2017**Contract term: **3 years and 357 days**4. Type of contract: **Contract**Contract description: **Electrical**

5. Purpose of contract:

This is the first amendment to the original contract, which continues ongoing electrical maintenance and repair for the Department of Employment, Training and Rehabilitation facilities in the Las Vegas area. This amendment updates the State's contact phone and fax number; extends the termination date from April 30, 2015 to March 31, 2017 and increases the maximum amount from \$9,500 to \$19,500 due to the continued need for services.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$9,500.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$10,000.00
4.	New maximum contract amount:	\$19,500.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Electrical components require maintenance and repair.

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 time or expertise to perform these tasks.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

#22

a. List the names of vendors that were solicited to submit proposals (include at least three):

Mr. Electric
Canyon Electric
Nash Electric

b. Solicitation Waiver: **Not Applicable**

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

One in a vendor pool.

d. Last bid date: 03/31/2013 Anticipated re-bid date: 02/02/2017

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:

Mr. Electric has been under contract with the Department of Employment, Training and Rehabilitation since 2009 and 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	mchadwic	06/19/2014 10:38:39 AM
Division Approval	mcost1	06/20/2014 13:53:11 PM
Department Approval	mcost1	06/20/2014 13:53:16 PM
Contract Manager Approval	btaylo7	06/26/2014 14:14:33 PM
Budget Analyst Approval	jmurph1	06/27/2014 09:16:19 AM

#22

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: **15852**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1040-18**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **POLARIS PROJECT**Contractor Name: **POLARIS PROJECT**Address: **PO BOX 53315**City/State/Zip: **WASHINGTON, DC 20009-9315**Contact/Phone: **JENNA NOVAK 202/745-1001**Vendor No.: **T29032058A**NV Business ID: **NV20141411301**To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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 %	X Other funding	100.00 % 104018

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **06/13/2014**Retroactive? **Yes**

If "Yes", please explain

Polaris Project had difficulties acquiring the non-profit entity status and completing the Nevada business license requirements. Polaris Project did not believe they needed to obtain a Nevada business license because of isolated transactions completed within 30 days and also not being part of a series of similar transactions. We worked with a Senior Deputy Attorney General and the Secretary of State Office through numerous meetings to resolve this issue.

3. Termination Date: **10/31/2014**Contract term: **140 days**4. Type of contract: **Contract**Contract description: **Training**

5. Purpose of contract:

This is a new contract to provide training on identifying and handling sex trafficking for law enforcement and communities.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,700.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

This organization will be conducting a three hour training in Rural Nevada in three locations for law enforcement and the community. Utilizing Polaris Project is a necessary component to accomplish General Masto's goals and preventative measures in Sex Trafficking.

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

Polaris Project is the leading organization in the global fight against human trafficking and modern-day slavery.

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**

#23

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

Polaris Project operate the National Human Trafficking Resource Center hotline, conduct law enforcement trainings and provide vital services to trafficked victims.

d. Last bid date: 05/22/2014 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:

Prentice, Kareen, Ombudsman Ph: 775-688-1872

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mradu	06/25/2014 14:46:37 PM
Division Approval	clesli1	06/25/2014 15:08:28 PM
Department Approval	chowle	06/26/2014 10:31:02 AM
Contract Manager Approval	Iramire7	06/26/2014 13:41:20 PM
Budget Analyst Approval	ekin4	07/01/2014 16:45:35 PM

#23

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: **15853**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: **GREINER, JILL DBA**Contractor Name: **GREINER, JILL DBA**Address: **LAW OFFICE OF JILL GREINER
4790 CAUGHLIN PKWY STE 120**City/State/Zip: **RENO, NV 89519**Contact/Phone: **JILL GREINER 775/332-8443**Vendor No.: **T29010968A**NV Business ID: **NV201403036**To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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 % 134815 TORT FUND

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/07/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2016**Contract term: **1 year and 359 days**4. Type of contract: **Contract**Contract description: **Mediation**

5. Purpose of contract:

This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

It is often in the best interest of the State of Nevada to try to settle a case instead of having a verdict from a jury or judge. Some courts hold mandatory settlement conferences but not all. There are times when a neutral 3rd party can help the State and the plaintiff reach an appropriate, cost-effective settlement.

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

State employees are not able to do this work: Neutral parties are required to conduct these types of mediations and employees of the State of Nevada would not be considered a neutral 3rd party.

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):

Mediate.com
Reverse Logistics Association
Mediators of Southern Nevada
Mediation Offices of Gary E Hoid
Nevada Dispute Resolution Coalition
ADR Services Inc.
JAMS, Inc
Margaret Crowley
Lansford Levitt
Dispute Intervention Services
Sheila Hynes, MA, MFT

b. Solicitation Waiver: **Not Applicable**

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

Contracts are being established with all vendors who submitted a response.

d. Last bid date: 06/01/2014 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:

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:

Nancy Katafias, Tort Claims Administrator Ph: 775-684-1252

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mradu	06/25/2014 14:47:10 PM
Division Approval	clesli1	06/25/2014 15:08:40 PM
Department Approval	chowle	06/26/2014 09:43:11 AM
Contract Manager Approval	Iramire7	06/26/2014 10:22:23 AM
Budget Analyst Approval	ekin4	07/01/2014 16:26:10 PM

#24

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: **15846**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: **BOLEYN, SCOTT**Contractor Name: **BOLEYN, SCOTT**Address: **UNIT 2****1336 GRASS CREEK AVE**City/State/Zip: **HENDERSON, NV 89012-5923**Contact/Phone: **563/564-1309**Vendor No.: **T29024972**NV Business ID: **NV20141343909**To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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 % 134815 TORT FUND

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/07/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2016**Contract term: **1 year and 359 days**4. Type of contract: **Contract**Contract description: **Mediation**

5. Purpose of contract:

This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

It is often in the best interest of the State of Nevada to try to settle a case instead of having a verdict from a jury or judge. Some courts hold mandatory settlement conferences but not all. There are times when a neutral 3rd party can help the State and the plaintiff reach an appropriate, cost-effective settlement.

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

State employees are not able to do this work: Neutral parties are required to conduct these types of mediations and employees of the State of Nevada would not be considered a neutral 3rd party.

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):

#25

MEDIATE.COM
REVERSE LOGISTICS ASSOCIATION
MEDIATORS OF SOUTHERN NEVADA
MEDIATION OFFICES OF GARY E HOID
NEVADA DISPUTE RESOLUTION COALITION
ADR SERVICES, INC
JAMS
MARGARET CROWLEY
LASNFORD LEVITT
DISPUTE INTERVENTION SERVICES
SHEILA HYNES, MA, MFT

b. Solicitation Waiver: **Not Applicable**

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

Contracts are being established with all vendors who submitted a response.

d. Last bid date: 06/01/2014 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:

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:

Nancy Katafias, Tort Claims Administrator Ph: 775-684-1252

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mradu	06/25/2014 11:23:02 AM
Division Approval	clesli1	06/25/2014 15:08:51 PM
Department Approval	chowle	06/26/2014 10:00:20 AM
Contract Manager Approval	lramire7	06/26/2014 10:20:30 AM
Budget Analyst Approval	ekin4	07/01/2014 16:20:43 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13868** Amendment Number: **2**

Agency Name: **NEVADA STATE LIBRARY AND ARCHIVES** Legal Entity Name: **JFG SYSTEMS INC**

Agency Code: **332** Contractor Name: **JFG SYSTEMS INC**

Appropriation Unit: **2895-45** Address: **310 S NEVADA ST**

Is budget authority available?: **Yes** City/State/Zip: **CARSON CITY, NV 89703-4289**

If "No" please explain: **Not Applicable** Contact/Phone: **Ron Baker 775/882-5743**

To what State Fiscal Year(s) will the contract be charged? **2013-2016** Vendor No.: **PUR0002693**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources. NV Business ID: **NV20011522418**

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Member Fees

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/08/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2014**Contract term: **3 years and 234 days**4. Type of contract: **Contract**Contract description: **Network & Server Srv**

5. Purpose of contract:

This is the second amendment to the original contract to upgrade the Cooperative Libraries Automated Networks (CLAN) Wide Area Network (WAN) and Local Area Network (LAN) including replacement and/or reconfiguration of CLANs existing equipment and software. This amendment extends the termination date from June 30, 2014 to June 30, 2016 and increases the maximum amount from \$9,999.00 to \$19,999.00 due to the continued need for equipment and software support from the vendor.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,999.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$10,000.00
4. New maximum contract amount:	\$19,999.00
and/or the termination date of the original contract has changed to:	06/30/2016

II. JUSTIFICATION

7. What conditions require that this work be done?

CLAN needs to upgrade the WAN and LAN networks.

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

State employees do not have the necessary experience, especially in applications specifically for library services.

9. Were quotes or proposals solicited?

Yes

#26

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?

Only vendor to submit a proposal.

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?

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:

2010-current; Nevada Library and Archives/CLAN - 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	csweeney	06/26/2014 16:04:25 PM
Division Approval	csweeney	06/26/2014 16:04:30 PM
Department Approval	csweeney	06/26/2014 16:04:34 PM
Contract Manager Approval	mkossmann	06/26/2014 16:08:13 PM
DoIT Approval	bbohm	06/27/2014 15:23:12 PM
Budget Analyst Approval	sewart	07/10/2014 16:07:50 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: **15828**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3148-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **The Tiberti Company**Contractor Name: **The Tiberti Company**Address: **Tiberti Fence Company
4975 Rogers St**City/State/Zip: **Las Vegas, NV 89118**Contact/Phone: **702-382-7070**Vendor No.: **PUR0001695**NV Business ID: **NV20101472051**To what State Fiscal Year(s) will the contract be charged? **2015-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

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 **07/01/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **fence repair**

5. Purpose of contract:

This is a new contract that continues ongoing repair to gates, sally port gates, and fencing on an as needed basis for Summit View Youth Correctional Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**

Other basis for payment: upon receipt and approval of invoices

II. JUSTIFICATION

7. What conditions require that this work be done?

As a correctional facility, it is imperative for the security and safety of the facility's population, staff, and the general public that the fencing and gates be maintained in perfect condition.

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

There are no employees with the needed 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):

**Tiberti Fence Company
Gibson Construction of Nevada Inc
Fencing Specialists Inc**b. Solicitation Waiver: **Not Applicable**

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

#27

This vendor best meets the needs of the 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?

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

This company is registered as a partnership.

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:

David Anderson, ASO2 Ph: 67099

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmorro5	06/19/2014 15:07:09 PM
Division Approval	jmorro5	06/19/2014 15:07:26 PM
Department Approval	ecreceli	06/25/2014 17:00:47 PM
Contract Manager Approval	ihyman	06/30/2014 11:14:01 AM
Budget Analyst Approval	knielsen	07/03/2014 08:17:24 AM

#27

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: **13892**Amendment Number: **1**Agency Name: **REHABILITATION DIVISION**Legal Entity Name: **Vortex Industries, Inc.**Agency Code: **901**Contractor Name: **Vortex Industries, Inc.**Appropriation Unit: **3253-10**Address: **3198 Airport Loop #M**Is budget authority available?: **Yes**City/State/Zip: **Costa Mesa, CA 92626-3407**If "No" please explain: **Not Applicable**Contact/Phone: **Rob Bremner 702.222.9185**Vendor No.: **T27009348**NV Business ID: **NV19941094581**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 % Business Enterprises Set Aside

Agency Reference #: **1773-15-BEN**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/29/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **09/30/2016**Contract term: **3 years and 305 days**4. Type of contract: **Contract**Contract description: **Door Repair Service**

5. Purpose of contract:

This is the first amendment to the original contract which provides for the replacement of a roll-up door at the Business Enterprises of Nevada Lookout site located at the Hoover Dam and to provide services when required on a bid per job basis at all Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada sites located throughout Clark County. This amendment changes DETR's contact person and the phone and fax number; adds an email address to the vendor contact; correct the vendor's phone and fax number and extends the termination date from November 30, 2014 to September 30, 2016 and increases the maximum amount from \$9,999.00 to \$20,000.00; this amendment also adds the word 'original' to the consideration language when referring to parking ticket reimbursement.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,999.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$10,001.00
4. New maximum contract amount:	\$20,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The Business Enterprises of Nevada program has various sites that require repair, maintenance and/or replacement of doors. These repairs are required for the health and safety of staff and customers.

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

State employees do not possess the time and experience involved in the repair, maintenance and/or replacement of doors.

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):

Vortex Industries
Boss Glass and Mirror
Door King

b. Solicitation Waiver: **Not Applicable**

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

This vendor is the only respondent to the solicitation and it has been verified that prior services for the Department have been satisfactory.

d. Last bid date: 09/20/2012 Anticipated re-bid date: 09/20/2014

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:

This contractor has been performing satisfactory service for the Department of Employment, Training and Rehabilitation since 2010.

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	khawkin1	06/19/2014 08:58:02 AM
Division Approval	shendren	06/26/2014 16:34:16 PM
Department Approval	mcost1	06/27/2014 09:24:11 AM
Contract Manager Approval	kwynands	06/27/2014 09:58:12 AM
Budget Analyst Approval	jmurph1	06/30/2014 08:42:06 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: **15866**Agency Name: **ADMIN - STATE PUBLIC WORKS
DIVISION**Agency Code: **082**Appropriation Unit: **1366-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CASHMAN EQUIPMENT COMPANY**Contractor Name: **CASHMAN EQUIPMENT COMPANY**Address: **600 GLENDALE AVE**City/State/Zip: **SPARKS, NV 89431**Contact/Phone: **775/358-5111**Vendor No.: **PUR0000249A**NV Business ID: **NV19601000406**To what State Fiscal Year(s) will the contract be charged? **2015-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Buildign 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 final approval? **No** or b. other effective date **07/01/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Equipment Maint.**

5. Purpose of contract:

This is a new contract to provide annual preventative maintenance, repairs and other requested services as needed and approved by SPWD-Marlette Lake designee.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,215.96**

Payment for services will be made at the rate of \$1,303.00 per annum

Other basis for payment: Annual estimated maintenance on 1986 International S1800 Dump Truck: \$580.67, estimated annual maintenance for Hyundai Loader HL 740-3 is \$723.32. This contract will also include \$20,000 for extra services/emergencies as they may occur during this contract. Maintenance will be performed during normal business hours. It is noted that emergencies, weekend, and holiday work will be billed at additional pricing, and only at the request and approval of a Buildings and Grounds designee.

II. JUSTIFICATION

7. What conditions require that this work be done?

Equipment maintenance and repairs are necessary to keep equipment operational and safe.

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

Lack of manpower and 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):

#29

APC Sales
California Generator
Cashman Power Solution

b. Solicitation Waiver: **Not Applicable**

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

Only company to respond to bid request.

d. Last bid date: 04/17/2014 Anticipated re-bid date: 04/17/2018

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:

Jerry Walker, Water Systems Manager Ph: 775-684-1800

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	06/30/2014 08:59:57 AM
Division Approval	csweeney	06/30/2014 09:00:06 AM
Department Approval	csweeney	06/30/2014 09:00:09 AM
Contract Manager Approval	ssands	06/30/2014 09:01:42 AM
Budget Analyst Approval	jrodrig9	07/03/2014 10:44:00 AM

#29

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: **15823**Agency Name: **DHHS - AGING AND DISABILITY SERVICES DIVISION**Agency Code: **402**Appropriation Unit: **3266-27**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **CASEY NEILON & ASSOCIATES LLC**Contractor Name: **CASEY NEILON & ASSOCIATES LLC**Address: **503 N DIVISION ST**City/State/Zip: **CARSON CITY, NV 89703**Contact/Phone: **775/283-5555**Vendor No.: **T29010569**NV Business ID: **NV20061293367**To what State Fiscal Year(s) will the contract be charged? **2015-2017**

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	60.60 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	X Other funding	39.40 % Healthy Nevada Funds

Agency Reference #: **402**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2017**Contract term: **3 years**4. Type of contract: **Contract**Contract description: **Forensic Specialist**

5. Purpose of contract:

This is a new contract to provide forensic financial specialist services to the Elder Protective Services Social Workers to assist in investigating complex elder abuse exploitation cases. Contractor will provide expert opinion and review of complex exploitation cases; including, but not limited to, interpreting lengthy and complex financial documents such as trade accounts, trust accounts, and various types of investment accounts.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$36,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Pursuant to NRS 200.5093 ADSD, Elder Protective Services receives and investigates reports of abuse, neglect (including self neglect), exploitation or isolation.

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

State employees do not have the expertise to perform this service.

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):

JS Net Associates, LLC
CFNE International
Avysion Healthcare Services

#30

b. Solicitation Waiver: **Not Applicable**

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

The selected vendor was the highest scoring proposer as determined by an evaluation committee.

d. Last bid date: 03/25/2014 Anticipated re-bid date: 01/01/2017

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	Igoulart	06/19/2014 13:00:16 PM
Division Approval	Igoulart	06/19/2014 13:00:19 PM
Department Approval	ecreceli	06/23/2014 12:04:49 PM
Contract Manager Approval	mmedeiro	06/30/2014 07:50:14 AM
Budget Analyst Approval	knielsen	07/01/2014 15:07:20 PM

#30

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: **15810**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1349-12**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **SAFETY KLEEN SYSTEMS INC**Contractor Name: **SAFETY KLEEN SYSTEMS INC**Address: **4582 DONOVAN WAY**City/State/Zip: **NORTH LAS VEGAS, NV 89031**Contact/Phone: **Ryan Richardson 702/657-2300**Vendor No.: **T80788730E**NV Business ID: **NV19781003422**To what State Fiscal Year(s) will the contract be charged? **2015-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Building Rent Income
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **ASD #1434387**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/03/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **03/31/2018**Contract term: **3 years and 272 days**4. Type of contract: **Contract**Contract description: **Environmental Svcs**

5. Purpose of contract:

This is a new contract that continues ongoing environmental and hazardous waste management services on an as-needed basis and at the request and approval of a designee of the Public Works Division, Buildings and Grounds Section.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,000.00**Other basis for payment: **See Attachment CC of the contract****II. JUSTIFICATION**

7. What conditions require that this work be done?

State agencies have a legal obligation to dispose of environmental and hazardous wastes in a proper manner.

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

Lack of experience, equipment and 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):

**LVI Services
H2O Environmental, Inc.
Safety-Kleen Systems**

#31

b. Solicitation Waiver: **Not Applicable**

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

This one of multiple contracts for environmental/hazardous waste management services on file. Per SAM 0338.0, each contractor will be contacted to submit bids for available jobs.

d. Last bid date: 01/31/2014 Anticipated re-bid date: 01/01/2018

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:

Carol Sweeney, Program Officer II, Contract Manager Ph: 775-684-0243

Gene Corley, Facility Supervisor III, Contract Monitor Ph: 775-684-1808

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	06/30/2014 08:30:34 AM
Division Approval	csweeney	06/30/2014 08:30:37 AM
Department Approval	csweeney	06/30/2014 08:30:40 AM
Contract Manager Approval	csweeney	06/30/2014 08:30:43 AM
Budget Analyst Approval	jrodrig9	07/03/2014 10:54:37 AM

#31

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: **15812**Agency Name: **ADMIN - ENTERPRISE IT SERVICES**Agency Code: **180**Appropriation Unit: **1388-00**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **RUBY RADIO CORPORATION/KHIX**Contractor Name: **RUBY RADIO CORPORATION/KHIX**Address: **KZBI KBGZ Z107
1750 MANZANITA DR STE 1**City/State/Zip: **ELKO, NV 89801-1600**Contact/Phone: **775/777-1196**Vendor No.: **T27019764**NV Business ID: **NV20021223362**To what State Fiscal Year(s) will the contract be charged? **2015-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue Contract

Agency Reference #: **5593**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **Rack Space Rental**

5. Purpose of contract:

This is a new revenue contract with Ruby Radio Corporation for rack space rental at Winnemucca Mountain in Humboldt County for a 4 year term.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,069.92**

Other basis for payment: FY 2015, \$4,517.48; FY 2016, \$4,517.48; FY 2017, \$4,517.48; FY 2018, \$4,517.48

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a revenue generating contract

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

This is a revenue generating contract9. 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?

Not Applicable

d. Last bid date:

Anticipated re-bid date:

#32

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	dbaughn	06/18/2014 07:43:18 AM
Division Approval	capple	06/18/2014 08:39:56 AM
Department Approval	capple	06/18/2014 08:40:00 AM
Contract Manager Approval	bbohm	06/30/2014 06:31:22 AM
Budget Analyst Approval	sewart	07/10/2014 16:06:36 PM

#32

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: **15856**Agency Name: **ADMIN - ENTERPRISE IT SERVICES**Agency Code: **180**Appropriation Unit: **1405-26**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **EN POINTE TECHNOLOGIES SALES**Contractor Name: **EN POINTE TECHNOLOGIES SALES**Address: **INC/EN POINTE TECHNOLOGIES INC****18701 S FIGUEROA ST**City/State/Zip: **GARDENA, CA 90248-4506**Contact/Phone: **310/337-5276**Vendor No.: **PUR0002546**NV Business ID: **NV19971365685**To what State Fiscal Year(s) will the contract be charged? **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.

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 **07/01/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/01/2015**Contract term: **184 days**4. Type of contract: **Contract**Contract description: **Technology Services**

5. Purpose of contract:

This is a new contract to provide on-site set-up, configuration, and training for the CA Nimsoft Service Desk software to ensure the 5 helpdesk administrators from Enterprise IT Services, Welfare, and the Controller's Office can administer the NimSoft software at the end of the contract engagement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$28,848.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

This service is needed to provide on-site set up, configuration and training for the recently purchased NimSoft Service Desk software. This will ensure the 5 helpdesk administrators from Enterprise IT Services, Welfare and the Controller's Office can administer the NimSoft software efficiently.

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

Helpdesk administrators are in need of additional training from a vendor that is familiar with the recently purchased NimSoft Service Desk software.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**IntelliNet Corp
Corporate Software Services
En Pointe Technologies**

b. Solicitation Waiver: **Not Applicable**

#33

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

En Pointe Technologies is currently under WSCA contract, has worked with Enterprise IT Services in the past and is an approved business partner with the creator of the software purchases. The vendor's familiarity with the software will minimize costs realized through time and effort savings.

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:

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	csweeney	06/30/2014 08:51:30 AM
Division Approval	csweeney	06/30/2014 08:51:34 AM
Department Approval	csweeney	06/30/2014 08:51:37 AM
Contract Manager Approval	csweeney	06/30/2014 08:51:40 AM
DoIT Approval	bbohm	06/30/2014 09:15:24 AM
Budget Analyst Approval	sewart	07/10/2014 16:05:54 PM

#33

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: **15868**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: **DISPUTE INTERVENTION SERVICES**Contractor Name: **DISPUTE INTERVENTION SERVICES**Address: **P O BOX 1683**City/State/Zip: **BENINCIA , CA 94510**Contact/Phone: **7077470839**Vendor No.: **T27035116**NV Business ID: **NV20141412949**To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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 % TORT FUNDS

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/07/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2016**Contract term: **1 year and 359 days**4. Type of contract: **Contract**Contract description: **Mediation**

5. Purpose of contract:

This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

It is often in the best interest of the State of Nevada to try to settle a case instead of having a verdict from a jury or judge. Some courts hold mandatory settlement conferences but not all. There are times when a neutral 3rd party can help the State and the plaintiff reach an appropriate, cost-effective settlement.

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

State employees are not able to do this work: Neutral parties are required to conduct these types of mediations and employees of the State of Nevada would not be considered a neutral 3rd party.

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):

MEDIATE.COM
REVERSE LOGISTICS ASSOCIATION
MEDIATORS OF SOUTHERN NEVADA
MEDIATION OFFICES OF GARY E HOID
NEVADA DISPUTE RESOLUTION COALITION
ADR SERVICES, INC
JAMS, INC
MARGARET CROWLEY
LANSFORD LEVITT
DISPUTE INTERVENTION SERVICES
SHEILA HYNES, MA, MFT

b. Solicitation Waiver: **Not Applicable**

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

Contracts are being established with all vendors who submitted a response.

d. Last bid date: 06/01/2014 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:

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:

Nancy Katafias, Tort Claims Administrator Ph: 775-684-1252

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mradu	07/01/2014 10:41:07 AM
Division Approval	clesli1	07/01/2014 10:43:24 AM
Department Approval	chowle	07/01/2014 11:38:02 AM
Contract Manager Approval	iramire7	07/01/2014 16:18:11 PM
Budget Analyst Approval	ekin4	07/03/2014 10:42:53 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: **15836**Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**Agency Code: **406**Appropriation Unit: **3220-22**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **LANDAIRE SALES CORP DBA**Contractor Name: **LANDAIRE SALES CORP DBA**Address: **RLS CONSULTING
1938 BELT VIEW DR**City/State/Zip: **HELENA, MT 59601-5829**Contact/Phone: **406/442-6798**Vendor No.: **T29002290**NV Business ID: **NV20141282291**To what State Fiscal Year(s) will the contract be charged? **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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **14468**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/14/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/29/2015**Contract term: **350 days**4. Type of contract: **Contract**Contract description: **Software Upgrade**

5. Purpose of contract:

This is a new contract to provide ongoing system integration services that link Nevada Medicaid data and the Women's Health Connection Data System, Cancer and Screening Tracking System, to allow for tracking of Women's Health Connection clients who transition to Medicaid for the use of case management, follow-up, reimbursement and surveillance data analysis. The Division of Public and Behavioral Health's Cancer Unit has been awarded a Systematic Approaches to Screening grant from the National Association of Chronic Disease Directors for this phase of implementation.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**Other basis for payment: **One-time payment upon invoice for services.****II. JUSTIFICATION**

7. What conditions require that this work be done?

A software interface is required to allow the existing Womens Health Connection software to accept Medicaid data in a way that will support case management, timely diagnosis and track comprehensive screening over time. The Cancer and Screening Tracking System (CaST) and associated modules need to be configured to separate population based data from program related data that is reported to CDC.

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

State employees lack the appropriate personnel to accomplish system design, software programming, Medicaid business procedure consulting, technical writing of user manuals, business procedure and administrative requirements, and software testing and installation support.

9. Were quotes or proposals solicited? **Yes**

#35

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):

Netsmart Technologies, INC
Automation and Management Consulting
Landaire Sales Corporation/RLS Consulting Division

b. Solicitation Waiver: **Not Applicable**

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

The vendor was selected as the best respondent to an informal solicitation carried out by the program. The vendor's cost and experience allowed its proposal to score higher on the evaluation.

d. Last bid date: 03/03/2014 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:

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:

Kimberly Fahey, Managment Analyst II Ph: 775/684-4253

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	alaw1	06/21/2014 13:28:38 PM
Division Approval	alaw1	06/21/2014 13:28:40 PM
Department Approval	ecreceli	06/26/2014 11:45:24 AM
Contract Manager Approval	cbussie1	07/01/2014 10:41:59 AM
DoIT Approval	bbohm	07/02/2014 06:19:23 AM
Budget Analyst Approval	bberry	07/14/2014 12:08:20 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: **15871**Agency Name: **ADMIN - STATE PUBLIC WORKS
DIVISION**Agency Code: **082**Appropriation Unit: **1550-32**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **PETTY & ASSOCIATES INC**Contractor Name: **PETTY & ASSOCIATES INC**Address: **1375 GREG ST 106**City/State/Zip: **SPARKS, NV 89431**Contact/Phone: **775/359-5777**Vendor No.: **T80580350**NV Business ID: **NV19841014622**To what State Fiscal Year(s) will the contract be charged? **2015-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

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

Agency Reference #: **104902**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/03/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **3 years and 363 days**4. Type of contract: **Contract**Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services to replace the boiler burners at the Ely State Prison; Project No. 13-M10; Contract No. 104902.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,250.00**

Other basis for payment: monthly progress payments based on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2013 CIP

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

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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:

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:

Benton Marshall, project manager Ph: 775-684-4141

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	07/01/2014 16:03:10 PM
Division Approval	dgrimm	07/01/2014 16:03:13 PM
Department Approval	dgrimm	07/01/2014 16:03:18 PM
Contract Manager Approval	dgrimm	07/01/2014 16:10:03 PM
Budget Analyst Approval	jrodrig9	07/03/2014 11:13:15 AM

#36

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: **15869**

Agency Name: BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name: Paula Berkley and Associates
Agency Code: BDC	Contractor Name: Paula Berkley and Associates
Appropriation Unit: B031 - All Categories	Address: 908 Nixon Avenue
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89509
If "No" please explain: Not Applicable	Contact/Phone: Paula Berkley 775-323-7430
	Vendor No.:
	NV Business ID: NV20101464479
To what State Fiscal Year(s) will the contract be charged?	2015-2016

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 final approval? **No** or b. other effective date **07/14/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2016**Contract term: **1 year and 352 days**4. Type of contract: **Contract**Contract description: **Legislative Services**

5. Purpose of contract:

This is a new contract to provide legislative services to assist in preparing for and representing the State Board of Occupational Therapy's interests during the 2015 Legislative Session. Services include assisting with the drafting of bill language, conducting outreach with stakeholders, legislators, state agencies, professional boards and organization, and representing the Board during the session including bill tracking and follow up activities.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$35,000.00**

Other basis for payment: Payable in installments monthly upon invoice for services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 640A.100 provides the Board's authority for staffing and to establish the duties and payments.

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

NRS 640A.100 - The Board must obtain its own services, there are no employees of the Board who can perform the services requested.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):

Neena Laxalt
Paula Berkley
Capitol Partners

b. Solicitation Waiver: **Not Applicable**

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

This proposer was the only responsive vendor; the Board has previously contracted with this proposer and services were excellent; meeting the needs of the Board.

d. Last bid date: 09/13/2013 Anticipated re-bid date: 09/15/2016

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:

Board of Examiners for Audiology and Speech Pathology; quality of services verified as satisfactory
Board of Physical Therapy Examiners; quality of services verified as satisfactory
Board of Occupational Therapy; quality of services verified as satisfactory
Nevada Chiropractic Physicians Board; quality of services 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 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	b0310000	07/01/2014 11:58:52 AM
Division Approval	b0310000	07/01/2014 11:59:02 AM
Department Approval	b0310000	07/01/2014 11:59:06 AM
Contract Manager Approval	b0310000	07/01/2014 11:59:12 AM
Budget Analyst Approval	ekin4	07/14/2014 09:42:05 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: **13639**Amendment Number: **1**Agency Name: **LICENSING BOARDS & COMMISSIONS**Legal Entity Name: **L. L. Bradford**Agency Code: **BDC**Contractor Name: **L. L. Bradford**Appropriation Unit: **B026 - All Categories**Address: **8880 W Sunset Rd**Is budget authority available?: **Yes****Third Floor**City/State/Zip: **Las Vegas, NV 89148**If "No" please explain: **Not Applicable**Contact/Phone: **Dustin Lewis 7027355030**

Vendor No.:

NV Business ID: **NV19941074003**To what State Fiscal Year(s) will the contract be charged? **2013-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Agency Funds

Agency Reference #: **2012-02**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **08/14/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **08/11/2017**

Termination Date:

Contract term: **4 years and 363 days**4. Type of contract: **Provider Agreement**Contract description: **Auditing Services**

5. Purpose of contract:

This is the first amendment to the original contract that provides auditing services to the Nevada Board of Osteopathic Medicine. This amendment increases the maximum amount of the contract by \$28,000 from \$19,000 to \$47,500, and extends the contract termination date from 8/11/14, to 8/11/17, due the continued need for these services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$19,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$28,500.00
4. New maximum contract amount:	\$47,500.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The Board is required to have its books audited annually.

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

By definition, an audit must be performed by somebody outside the agency.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

Yes

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a. List the names of vendors that were solicited to submit proposals (include at least three):

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

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

Best combination of knowledge, experience, and 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:

Nevada State Board of Osteopathic Medicine from August 12, 2012 to present. The performance 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:

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	55443282	07/03/2014 10:52:38 AM
Division Approval	55443282	07/03/2014 10:52:42 AM
Department Approval	55443282	07/03/2014 10:52:46 AM
Contract Manager Approval	55443282	07/03/2014 10:52:50 AM
Budget Analyst Approval	ekin4	07/14/2014 09:20:51 AM

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CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **15878**

Agency Name:	BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name:	Eduloka d/b/a inLumon
Agency Code:	BDC	Contractor Name:	Eduloka d/b/a inLumon
Appropriation Unit:	B036 - All Categories	Address:	9645 Gateway Drive Suite A
Is budget authority available?:	Yes	City/State/Zip	Reno, NV 89521
If "No" please explain:	Not Applicable	Contact/Phone:	800-246-0541
		Vendor No.:	
		NV Business ID:	nv20101126878
To what State Fiscal Year(s) will the contract be charged?	2015-2016		

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 % Agency fees and funds

Agency Reference #: 2014-1

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/14/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/15/2015**Contract term: **1 year and 32 days**4. Type of contract: **Provider Agreement**Contract description: **Licensing Software**

5. Purpose of contract:

This is a new contract to provide software and installation services for the Nevada State Board of Massage Therapy's computerized licensing system.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$46,750.00**

Other basis for payment: Payments will be made based upon satisfactory completion of various phases of the project.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Board is interested in improving its efficiency to its licensees and the public through the use of computerized licensing system.

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

The Board has no staff with the programming skills, knowledge, or expertise to perform the required 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):

**Iron Mountain Data
GL Suite
inLumon**b. Solicitation Waiver: **Not Applicable**

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

Best combination of price and potential services, including that the vendor is local, which is expected to provide the best access to the necessary services.

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?

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:

Presently providing similar services to the Nevada Department of Transportation and the Nevada State Board of Professional Engineers and Land Surveyors. Both agencies confirmed that the services and software are more than 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:

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:

Lisa Cooper, Executive Director Ph: 775-688-1888

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	55443282	07/03/2014 11:21:33 AM
Division Approval	55443282	07/03/2014 11:21:37 AM
Department Approval	55443282	07/03/2014 11:21:40 AM
Contract Manager Approval	55443282	07/03/2014 11:21:44 AM
DoIT Approval	bbohm	07/09/2014 07:40:25 AM
Budget Analyst Approval	ekin4	07/14/2014 09:07:25 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: **15845**

Agency Name: ADMIN - NEVADA STATE LIBRARY AND ARCHIVES	Legal Entity Name: ANALOGUE IMAGING LLC
Agency Code: 332	Contractor Name: ANALOGUE IMAGING LLC
Appropriation Unit: 1052-26	Address: 514 BROOKDALE COURT
Is budget authority available?: Yes	City/State/Zip: SOUTH MILWAUKEE, WI 53172
If "No" please explain: Not Applicable	Contact/Phone: Aaron Burkel 262-246-4066
	Vendor No.: T27035077
	NV Business ID: NV20141401155

To what State Fiscal Year(s) will the contract be charged?

2015-2017

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 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/14/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **04/30/2017**Contract term: **2 years and 291 days**4. Type of contract: **Contract**Contract description: **Equipment maint.**

5. Purpose of contract:

This is a new contract that continues equipment maintenance and software upgrades for the Staude SMA 51 16/35 mm file converter and components.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$28,825.00**

Payment for services will be made at the rate of \$10,000.00 per annum

Other basis for payment: For the next two (2) years (05/01/2014-05/01/2016) Analogue Imaging LLC will invoice Library & Archives annually at \$10,000.00 per year and then on (05/01/2016) the next years service will be at a rate of \$8,825.00 which is the standard rate that Analogue Imaging charges annually to protect these machines from any defects or performance issues.

II. JUSTIFICATION

7. What conditions require that this work be done?

NSLA needs a service contract to upgrade software and maintain the Staude Archive Writer. This is a long, overdue upgrade that will increase productivity for NSLA's Imaging and Preservation Services Program.

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

The Staude Archive Writer is a very specialized piece of equipment that produces an analogue microfilm backup for long-term or permanent digital records. Library & Archives does not have the manpower to handle this specialized machinery.

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: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 140505

Approval Date: 05/29/2014

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

Analogue Imaging is the only authorized dealer for parts and maintenance in the United States.

d. Last bid date: 04/08/2014 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:

, Ph:

JEFFREY KINTOP, ASSISTANT ADMINISTRATOR Ph: 684-3410

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	06/30/2014 09:32:34 AM
Division Approval	csweeney	06/30/2014 09:32:38 AM
Department Approval	csweeney	06/30/2014 09:32:42 AM
Contract Manager Approval	ssands	07/14/2014 11:43:13 AM
Budget Analyst Approval	jborrowm	07/14/2014 13:34:24 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: **15778**Agency Name: **DEPARTMENT OF CORRECTIONS**Agency Code: **440**Appropriation Unit: **3738-95**Is budget authority available? **No**

If "No" please explain: This deferred maintenance project was approved by the 2013 Legislature. Pursuant to AB 507, Section 37 funds may be transferred from one year to the other with the approval of the Interim Finance Committee. Please reference 2014 work program C29931 and 2015 work program C29932 to transfer funding to fiscal 2015 to complete this asphalt project.

Legal Entity Name: **V.T. Construction, Inc.**Contractor Name: **V.T. Construction, Inc.**Address: **4750 Copper Sage St.**City/State/Zip: **Las Vegas, NV 89115**Contact/Phone: **Daniel Gilbert 702/658-7195**

Vendor No.:

NV Business ID: **NV19951083905**To what State Fiscal Year(s) will the contract be charged? **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.

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 #: **RFP 201412**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/07/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2015**Contract term: **358 days**4. Type of contract: **Contract**Contract description: **Asphalt Repairs**

5. Purpose of contract:

This is a new contract to provide services, materials and equipment necessary to repair and/or replace deteriorated asphalt surface areas at Southern Desert Correctional Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

SDCC has received health citations with regard to the condition of the asphalt in various areas of the facility. Numerous potholes retain water and attract a multitude of pests. If not repaired, SDCC will continue to be cited for health violations, which could result in substantial fines, and other health related problems.

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

Historically, the Department has outsourced this type of service to a company with the staff, expertise and/or equipment necessary to complete the project in a timely and professional manner.

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):

American Pavement Preservation, LLC
V.T. Construction, Inc.
Precision Paving Company

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #201412 and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 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:

State Public Works Division. 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:
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	bweisent	06/24/2014 11:54:21 AM
Division Approval	dmartine	06/27/2014 08:32:50 AM
Department Approval	bfarris	07/02/2014 08:19:04 AM
Contract Manager Approval	jhardy	07/03/2014 08:50:06 AM
Budget Analyst Approval	cmurph3	07/07/2014 16:17:24 PM

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CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **15847**

Agency Name: STATE PUBLIC CHARTER SCHOOL AUTHORITY	Legal Entity Name: National Charter Schools Institute
Agency Code: 315	Contractor Name: National Charter Schools Institute
Appropriation Unit: 2711-26	Address: Perf Inst DBA National Charter 711 W Pickard St Ste M
Is budget authority available?: Yes	City/State/Zip: Mount Pleasant, MI 48858-1587
If "No" please explain: Not Applicable	Contact/Phone: 989-317-3510
	Vendor No.: T27034587
	NV Business ID: NV20141212395
To what State Fiscal Year(s) will the contract be charged? 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 % Charter School Sponsorship Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **2015-01 Epicenter**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2014**Retroactive? **Yes**

If "Yes", please explain

The original contract was with the Department of Education and This contract updates the parties to reflect the correct entity names. Due to the name of change of the vendor the agency was unable to get the new contract written and approved before July 1, but services need to be continuous.

3. Termination Date: **06/30/2015**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **Epicenter contract**

5. Purpose of contract:

This is a new contract to provide ongoing services for a web-based data collection system called Epicenter oversight, support and accountability for state sponsored charter schools.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,400.00**

Payment for services will be made at the rate of \$1,900.00 per charter school

II. JUSTIFICATION

7. What conditions require that this work be done?

A large number of reports and documentation are required from the charter schools sponsored by State Public Charter School Authority (SPCSA). This data is needed in order to review, oversee, monitor, and support the charter schools for compliance and legal requirements.

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

The use of a web-based program to gather this large amount of information for use by SPCSA staff, is cost effective for both the charter schools and the SPCSA staff. This system also allows review off-site as needed. The SPCSA agency has a very small staff, and the collection of the information is essential to the functions of the agency.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

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Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 110309

Approval Date: 02/28/2011

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

This service is a unique software product developed for SPCSA as a charter school authorizer. A new contract is being created rather than amending the prior contract. This is a continuation of a service from the vendor currently contracted to provide the services. The vendor has a new name and the product has been updated and renamed. The NV Department of Education was on the original contract. The State Public Charter School Authority is a new agency formed to take over the charter school functions from the NV Department of Education. The product and service with this vendor have been more than satisfactory so a continuation of services is desired.

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:

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	alawrenc	06/27/2014 14:29:56 PM
Division Approval	alawrenc	06/27/2014 14:29:59 PM
Department Approval	alawrenc	06/27/2014 14:30:08 PM
Contract Manager Approval	alawrenc	06/27/2014 14:30:14 PM
DoIT Approval	bbohm	06/30/2014 07:37:28 AM
Budget Analyst Approval	sbrown	07/22/2014 15:48:43 PM

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CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **15880**Agency Name: **DPS-HIGHWAY PATROL**Agency Code: **651**Appropriation Unit: **4713-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **QUALITY TRI COUNTY JANITORIAL**Contractor Name: **QUALITY TRI COUNTY JANITORIAL**Address: **DBA QUALITY JANITORIAL
698 W 4TH ST**City/State/Zip: **WINNEMUCCA, NV 89445-3696**Contact/Phone: **Melene Ramos 775/623-2863**Vendor No.: **T29001976**NV Business ID: **NV20041444254**To what State Fiscal Year(s) will the contract be charged? **2015-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

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

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/11/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **3 years and 355 days**4. Type of contract: **Contract**Contract description: **Janitorial Service**

5. Purpose of contract:

This is a new contract that continues ongoing janitorial services for the Nevada Highway Patrol station in Battle Mountain.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,000.00**

Payment for services will be made at the rate of \$220.00 per Month

Other basis for payment: \$180.00 per semi-annual carpet cleaning

II. JUSTIFICATION

7. What conditions require that this work be done?

State facilities must be cleaned and maintained.

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

There are no state employees in this area that 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):

**Top Facility Services
D&B Professional
Quality Tri County Janitorial**
b. Solicitation Waiver: **Not Applicable**

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

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This was the only vendor willing to service the Battle Mountain station.

d. Last bid date: 04/03/2014 Anticipated re-bid date: 04/04/2018

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 is currently under contract with DPS and 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	cmacall	07/07/2014 10:50:46 AM
Division Approval	shoh1	07/07/2014 11:04:00 AM
Department Approval	mteska	07/07/2014 12:24:37 PM
Contract Manager Approval	jbauer	07/07/2014 14:05:23 PM
Budget Analyst Approval	jrodrig9	07/11/2014 14:51:03 PM

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CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **15850**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4461-10**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **BENNETT, JOY DBA**Contractor Name: **BENNETT, JOY DBA**Address: **CUSTOM CLEAN
PO BOX 151396**City/State/Zip: **ELY, NV 89315-1205**Contact/Phone: **775/293-1062**Vendor No.: **T81105415**NV Business ID: **NV20101244038**To what State Fiscal Year(s) will the contract be charged? **2015-2017**

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	25.00 % Boats and Application Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	X	Other funding	75.00 % Indirect Cost

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/09/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **07/01/2016**Contract term: **1 year and 358 days**4. Type of contract: **Contract**Contract description: **Custom Clean in Ely**

5. Purpose of contract:

This is a new contract that continues ongoing Janitorial Services for the Nevada Department of Wildlife, Ely field office.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,400.00**

Payment for services will be made at the rate of \$600.00 per Month

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Department of Wildlife office in Ely requires janitorial services.

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

Nevada Department of Wildlife office in Ely does not have staff to perform the janitorial 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):

**Constance Roberts
Janelle Doutre
Joy Bennett, DBA Custom Clean**b. Solicitation Waiver: **Not Applicable**

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

This vendor meets the needs of the agency.

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d. Last bid date: 05/27/2014 Anticipated re-bid date: 07/01/2016

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 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:

Bob Haughian, Administrator, Operations Ph: 775-688-1580

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	eobrien	06/25/2014 13:53:20 PM
Division Approval	eobrien	06/25/2014 13:53:23 PM
Department Approval	eobrien	06/25/2014 13:53:28 PM
Contract Manager Approval	eobrien	07/02/2014 09:13:40 AM
Budget Analyst Approval	sbarkdul	07/09/2014 14:24:13 PM

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CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **15892**

Agency Name: ADJUTANT GENERAL & NATIONAL GUARD	Legal Entity Name: NDI PLUMBING INC
Agency Code: 431	Contractor Name: NDI PLUMBING INC
Appropriation Unit: 3650-10	Address: 39 GLEN CARRAN CIR
Is budget authority available?: Yes	City/State/Zip: SPARKS, NV 89431-5826
If "No" please explain: Not Applicable	Contact/Phone: NEIL DEMENT 775/745-8791
	Vendor No.: T32001385
	NV Business ID: 20041568607
To what State Fiscal Year(s) will the contract be charged?	2015-2016

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 #: **NMD # 06-14S**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/14/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2015**Contract term: **1 year and 78 days**4. Type of contract: **Contract**Contract description: **Repair lube sys FMS**

5. Purpose of contract:

This is a new contract to repair the lubrication system at the Field Maintenance Shop in Reno, due to petroleum system leaks throughout.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,259.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The interior lube system and exterior feed lube lines are leaking and require repair and replacement.

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

State employees are not certified to work on lines containing petroleum products.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):

**Savage and Sons
NDI Plumbing
Michael's Plumbing**b. Solicitation Waiver: **Not Applicable**

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

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Two of the contacted vendors were not licensed to perform work on petroleum-based systems. The Office of the Military has utilized the services of NDI Plumbing Inc. in the past and services provided have been found to be satisfactory.

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:

NDI Plumbing Inc. has contracted with the Office of the Military in the past and 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:

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	vradford	07/08/2014 14:59:22 PM
Division Approval	ctyle1	07/08/2014 17:47:50 PM
Department Approval	ctyle1	07/08/2014 17:47:52 PM
Contract Manager Approval	vradford	07/14/2014 09:58:10 AM
Budget Analyst Approval	jborrowm	07/14/2014 10:38:39 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: **15895**

Agency Name: ADJUTANT GENERAL & NATIONAL GUARD	Legal Entity Name: DIVERSIFIED SYSTEMS INTERNATIONAL
Agency Code: 431	Contractor Name: DIVERSIFIED SYSTEMS INTERNATIONAL
Appropriation Unit: 3650-10	Address: 5401 LONGLEY LN STE 37
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511-1817
If "No" please explain: Not Applicable	Contact/Phone: John Ermann 775/823-7300
	Vendor No.: T81000871
	NV Business ID: 19941122472
To what State Fiscal Year(s) will the contract be charged?	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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NMD# 013-14S**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/14/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2014**Contract term: **78 days**4. Type of contract: **Contract**Contract description: **EST Sys Retrofit**

5. Purpose of contract:

This is a new contract to perform a retrofit of the current Edwards System Technologies fire system at the Stead Training Center, include performing full function testing, reprogramming system, and providing basic panel operations training.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,056.18****II. JUSTIFICATION**

7. What conditions require that this work be done?

The fire system panel, existing heat monitors, four LCD panels, the panel dialer and all back up batteries, need retrofitting to repair and replace the systems throughout the entire facility to eliminate errors and current troubles.

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

This is a proprietary fire system. Staff are not certified for the required 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):

**Delta Fire Systems, Inc.
Simplex Grinnell
Diversified Systems International**

b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen because the bid was the lowest and the vendor's previous services for the Office of the Military have been satisfactory.

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:

Diversified Systems International has contracted with the Office of the Military in the past and has provided 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	vradford	07/08/2014 16:37:25 PM
Division Approval	ctyle1	07/08/2014 17:46:12 PM
Department Approval	ctyle1	07/08/2014 17:46:15 PM
Contract Manager Approval	vradford	07/14/2014 09:58:39 AM
Budget Analyst Approval	jborrowm	07/14/2014 11:14:01 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: **15885**

Agency Name: DCNR - PARKS DIVISION	Legal Entity Name: Bullhead City AZ Parks & Rec Department
Agency Code: 704	Contractor Name: Bullhead City AZ Parks & Rec Department
Appropriation Unit: 4162-00	Address: 2355 Trane Road
Is budget authority available?: Yes	City/State/Zip: Bullhead City, AZ 86442
If "No" please explain: Not Applicable	Contact/Phone: Ed Catalfamo 928-763-9400
	Vendor No.:
	NV Business ID: NA
To what State Fiscal Year(s) will the contract be charged? 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 %	X Other funding	100.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/11/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/09/2014**Contract term: **29 days**4. Type of contract: **Revenue Contract**Contract description: **River Regatta**

5. Purpose of contract:

This is a new revenue contract with Bullhead City, AZ Parks and Rec Department to provide reimbursement to Big Bend of the Colorado State Recreational Area reimbursement for event overtime.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,750.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

30,000 participants floating down the Colorado River, entering BBCSRA.

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

NA9. 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?

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

10. Does the contract contain any IT components? **No**

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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:

Jonathan Brunjes, Park Supervisor Ph: 702-298-1859

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	07/08/2014 14:02:08 PM
Division Approval	sdecrona	07/08/2014 14:02:27 PM
Department Approval	sdecrona	07/08/2014 14:02:33 PM
Contract Manager Approval	sdecrona	07/09/2014 08:45:38 AM
Budget Analyst Approval	jrodrig9	07/11/2014 16:32:46 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: **15894**Agency Name: **ADMIN - STATE PUBLIC WORKS
DIVISION**Agency Code: **082**Appropriation Unit: **1558-56**Is budget authority
available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity
Name: **RESOURCE CONCEPTS INC**Contractor Name: **RESOURCE CONCEPTS INC**Address: **340 N MINNESOTA ST**City/State/Zip **CARSON CITY, NV 89703-4152**Contact/Phone: **775/883-1600**Vendor No.: **T12785100**NV Business ID: **NV19781005208**To what State Fiscal Year(s) will the contract be charged? **2015-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	66.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	X Other funding	34.00 % transfer from Treasurer - reallocated Bond Authority

Agency Reference #: **104867**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/11/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **3 years and 355 days**4. Type of contract: **Contract**Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Phase I Parking Lot Rehabilitation at the Northern Nevada Correctional Center located in Carson City, Nevada; Project No. 13-S0594); Contract No. 104867.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,500.00**Other basis for payment: **monthly progress payments based on services provided****II. JUSTIFICATION**

7. What conditions require that this work be done?

2013 CIP

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

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited?

NoWas 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)**

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

Demonstrated the required expertise for work on this project.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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:

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:

Markus McEntee, project manager Ph: 775-684-4141

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	07/09/2014 15:42:32 PM
Division Approval	dgrimm	07/09/2014 15:42:36 PM
Department Approval	dgrimm	07/09/2014 15:54:41 PM
Contract Manager Approval	dgrimm	07/11/2014 12:12:30 PM
Budget Analyst Approval	jrodrig9	07/11/2014 16:28:14 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: **13851**Amendment
Number: **1**Agency Name: **STATE PUBLIC WORKS DIVISION**Legal Entity
Name: **SIERRA CONTROL SYSTEMS INC**Agency Code: **082**Contractor Name: **SIERRA CONTROL SYSTEMS INC**Appropriation Unit: **1366-04**Address: **940 MALLORY WAY STE 1**Is budget authority
available?: **Yes**City/State/Zip: **CARSON CITY, NV 89701**

If "No" please explain: Not Applicable

Contact/Phone: **775/883-0443**Vendor No.: **PUR0002695**NV Business ID: **NV19721005584**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 % RAW WATER SALES

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/13/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **09/30/2016**

Termination Date:

Contract term: **3 years and 321 days**4. Type of contract: **Contract**Contract description: **Communications**

5. Purpose of contract:

This is the first amendment to the original contract which provides ongoing preventative maintenance services for the Marlette Supervising Controls and Data Access System. Services to include, but not limited to, computer licensing and software support; preventative maintenance of radio transmitter units; and repair and part replacements. Sites include Virginia City Water System, Stewart Water System, Lakeview Tank, Diversion Dam, Snow Valley Peak, McClellan Peak, Hobart Reservoir, Summit Generator Site, Marlette Pump Site, and Lakeview Office master computers and radio transmitter units. This Amendment increases the maximum amount from \$93,844.00 to \$110,144.00 due to upgrades needed for the radio system.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$93,844.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$16,300.00
4. New maximum contract amount:	\$110,144.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The Marlette Water System requires monitoring and operation of water flow, water pressure, and water level in the tanks and transmission of that information through computer systems via Radio Transmitter Units.

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

Sierra Control Systems is the authorized dealer for this system. Sole Source.

9. Were quotes or proposals solicited?

No

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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 #: 120901A

Approval Date: 07/01/2014

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

Sole Source.

d. Last bid date: 10/01/2012 Anticipated re-bid date: 10/01/2016

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:

2008-2012, Buildings and Grounds, Service 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	csweeney	07/08/2014 09:21:11 AM
Division Approval	csweeney	07/08/2014 09:21:14 AM
Department Approval	csweeney	07/08/2014 09:21:18 AM
Contract Manager Approval	ssands	07/14/2014 09:06:47 AM
Budget Analyst Approval	jrodrig9	07/14/2014 13:15:14 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: **11355**Amendment
Number: **1**Agency Name: **BUILDINGS AND GROUNDS
DIVISION**Legal Entity
Name: **EXPRESS MESSENGER SYSTEMS,
INC. DBA ONTRAC**Agency Code: **082**Contractor Name: **EXPRESS MESSENGER SYSTEMS,
INC. DBA ONTRAC**Appropriation Unit: **1346-10**Address: **750 VISTA BLVD STE 402**Is budget authority
available?: **Yes**City/State/Zip **SPARKS, NV 89434**If "No" please explain: **Not Applicable**Contact/Phone: **775/355-9055**Vendor No.: **T29016485B**NV Business ID: **NV20011467792**To what State Fiscal Year(s) will the contract be charged? **2011-2015**

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 % Mail Services Fees
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 **09/01/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved
Termination Date: **12/31/2014**Contract term: **4 years and 122 days**4. Type of contract: **Contract**Contract description: **Overnight delivery**

5. Purpose of contract:

This is the first amendment to the original contract which provides ongoing Overnight Interdepartmental Mail Services, pick-up and delivery, between the Carson City Mail Center and the Las Vegas Mail Center every work day. This amendment extends the termination date from August 31, 2014 to December 31, 2014 and increases the maximum amount from \$254,392 to \$275,592 to ensure continuation of this essential service while the Request for Proposal process is reopened. The Request for Proposal opened for this service in April 2014 received no bidders.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$254,392.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$21,200.00
4. New maximum contract amount:	\$275,592.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The need for State mail to be delivered in a timely manner.

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

Lack of manpower.

9. Were quotes or proposals solicited?

YesWas 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 evaluation committee for RFP #1068 rated Express Messenger Systems, Inc dba OnTrac the highest overall. Proposals were received by this contractor and Silver State Couriers.

d. Last bid date: 06/01/2010 Anticipated re-bid date: 06/01/2014

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:

2006-Current, Buildings & Grounds, service 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	csweeney	07/15/2014 12:51:40 PM
Division Approval	csweeney	07/15/2014 12:51:44 PM
Department Approval	csweeney	07/15/2014 12:51:48 PM
Contract Manager Approval	mkossman	07/15/2014 13:27:18 PM
Budget Analyst Approval	jrodrig9	07/23/2014 17:35:13 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: **15904**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4461-10**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **VILU JANITORIAL SERVICES**Contractor Name: **VILU JANITORIAL SERVICES**Address: **891 OUDERKIRK AVE.**City/State/Zip: **ELKO , NV 89801**Contact/Phone: **775-738-1336**

Vendor No.:

NV Business ID: **NV20141409060**To what State Fiscal Year(s) will the contract be charged? **2015-2017**

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

Agency Reference #: **14-63**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/17/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **07/01/2016**Contract term: **1 year and 350 days**4. Type of contract: **Contract**Contract description: **Elko Janitorial**

5. Purpose of contract:

This is a new contract for janitorial services for the Department of Wildlife Elko Office.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$21,456.00**

Payment for services will be made at the rate of \$820.00 per Month

II. JUSTIFICATION

7. What conditions require that this work be done?

Janitorial services needed.

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

There is not a Buildings and Grounds office to provide this in Elko.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Top Facility Services
Joy Bennett
Vilu Janitorial
b. Solicitation Waiver: **Not Applicable**

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

Lowest qualified bidding vendor.

#51

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:

NDOW contract 2010.

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:

Bob Haughian, Chief Ph:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kdailey	07/12/2014 16:06:59 PM
Division Approval	kdailey	07/12/2014 16:07:02 PM
Department Approval	eobrien	07/13/2014 08:18:14 AM
Contract Manager Approval	kdailey	07/14/2014 14:07:20 PM
Budget Analyst Approval	sbarkdul	07/17/2014 15:21:55 PM

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: **15913**Agency Name: **ADMIN - STATE PUBLIC WORKS
DIVISION**Agency Code: **082**Appropriation Unit: **1590-50**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **HARRIS CONSULTING ENGINEERS**Contractor Name: **HARRIS CONSULTING ENGINEERS**Address: **LLC
6630 SURREY ST STE 100**City/State/Zip: **LAS VEGAS, NV 89119**Contact/Phone: **702/269-1575**Vendor No.: **T27003439**NV Business ID: **NV20011085889**To what State Fiscal Year(s) will the contract be charged? **2015-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	83.00 %
Highway Funds	0.00 %	X Other funding	17.00 % transfer from Treasurer

Agency Reference #: **106205**

2. Contract start date:

a. Effective upon final approval? **Yes** or b. other effective date: **NA**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **3 years and 343 days**4. Type of contract: **Contract**Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the HVAC control system upgrade at the Desert Willow Treatment Center; Project No. 13-M19; Contract No. 106205.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,500.00**

Other basis for payment: monthly progress payments based on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2013 CIP

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

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

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

#52

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:

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:

Benton Marshall, project manager Ph: 702-486-5115

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	07/15/2014 15:48:54 PM
Division Approval	dgrimm	07/15/2014 15:48:57 PM
Department Approval	dgrimm	07/15/2014 16:06:05 PM
Contract Manager Approval	dgrimm	07/15/2014 16:06:11 PM
Budget Analyst 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: **15875**Agency Name: **DHHS - AGING AND DISABILITY SERVICES DIVISION**Agency Code: **402**Appropriation Unit: **3279-07**Is budget authority available? **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CUSTOM HOMES BY CHATEAU LLC**Contractor Name: **CUSTOM HOMES BY CHATEAU LLC**Address: **LAS VEGAS REMODEL / PMB 355
1000 N GREEN VALLEY PKWY #440**City/State/Zip: **HENDERSON, NV 89074-6163**Contact/Phone: **702/858-4051**Vendor No.: **T27032615A**NV Business ID: **NV20001058872**To what State Fiscal Year(s) will the contract be charged? **2015-2017**

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	48.30 %	Fees	0.00 %
X	Federal Funds	51.70 %	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 **07/22/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **07/29/2016**Contract term: **2 years and 8 days**4. Type of contract: **Contract**Contract description: **Building Renovations**

5. Purpose of contract:

This is a new contract to provide for painting and flooring installation for Building 1303 and flooring for Building 1304 at Desert Regional Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$31,191.00**

Other basis for payment: Upon invoice per contract

II. JUSTIFICATION

7. What conditions require that this work be done?

Building 1303 has been approved for an ADA upgrade which will commence in July, 2014. The painting and flooring aspects of the project are not included in the state project, therefore Desert Regional Center is contracting for those services after the ADA project is complete. A carpeted area in Building 1304 is badly worn and will be replaced with VCT tile.

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

State employees do not have the equipment or the expertise to perform the 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):

**Las Vegas Remodel and Construction
 Vegas Painters
 Carpets Galore
 Lenzen Contracting
 Rafael Construction**

#53

b. Solicitation Waiver: **Not Applicable**

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

Las Vegas Remodel and Construction provided the overall lowest responsible bid.

d. Last bid date: 06/03/2014 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:

2013 - The contractor has completed three projects at Desert Regional Center and 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:

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	dhanse6	07/03/2014 13:18:12 PM
Division Approval	tmyler	07/09/2014 09:33:08 AM
Department Approval	ecreceli	07/11/2014 08:24:46 AM
Contract Manager Approval	dhanse6	07/15/2014 14:12:24 PM
Budget Analyst Approval	knielsen	07/22/2014 15:32:33 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: **15907**Agency Name: **DEPARTMENT OF MOTOR VEHICLES**Agency Code: **810**Appropriation Unit: **4735-04**Is budget authority available? **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **KUHN, SCOTT CHRISTOPHER DBA**Contractor Name: **KUHN, SCOTT CHRISTOPHER DBA**Address: **D&JS CLEANING SERVICE
740 SUNSET DR**City/State/Zip: **FALLON, NV 89406-3681**Contact/Phone: **Scott Kuhn 775/423-5792**Vendor No.: **T27025981**NV Business ID: **NV20101369782**To what State Fiscal Year(s) will the contract be charged? **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 %
X Highway Funds	100.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/17/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2015**Contract term: **348 days**4. Type of contract: **Contract**Contract description: **Janitorial Service**

5. Purpose of contract:

This is a new contract to provide for the janitorial services required at the DMV office located at 973 W. Williams Street, Fallon, Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,740.00**

Payment for services will be made at the rate of \$895.00 per Month

II. JUSTIFICATION

7. What conditions require that this work be done?

State Office must be kept clean.

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

There are no State employees in the area to provide this service.9. Were quotes or proposals solicited? **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):

**D&J's Janitorial
Jackson Janitorial
Bright Lighting Janitorial
Behind the Scenes**
b. Solicitation Waiver: **Not Applicable**

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

Only one other responding bidder and D&J's Cleaning Service came in cheaper.

d. Last bid date: 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 FY11,12,13,and 14. 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:

Nancy Pellett, DMV Services Supervisor 1 Ph: 775-423-4316

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csthil	07/15/2014 09:28:53 AM
Division Approval	csthil	07/15/2014 09:28:56 AM
Department Approval	akeillor	07/15/2014 10:59:03 AM
Contract Manager Approval	hazevedo	07/15/2014 11:13:53 AM
Budget Analyst Approval	cwatson	07/17/2014 08:09:06 AM

#54

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: **15897**Agency Name: **B&I - TAXICAB AUTHORITY**Agency Code: **750**Appropriation Unit: **4130-04**Is budget authority available? **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **METZ, MONICA B**Contractor Name: **METZ, MONICA B**Address: **9616 SAGE SPARROW AVE**City/State/Zip: **LAS VEGAS, NV 89148-4215**Contact/Phone: **702/845-4583**Vendor No.: **T27034634**NV Business ID: **NA**To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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 %	X Other funding	100.00 % TRIP CHARGES

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **04/16/2014**Retroactive? **Yes**

If "Yes", please explain

The previous contracted Hearing Officer resigned effective 3/27/2014, we have scheduled court cases that if not heard will back up our court system, and the state office will lose revenue.

3. Termination Date: **12/31/2014**Contract term: **259 days**4. Type of contract: **Other (include description): HEARING OFFICER**Contract description: **HEARING OFFICER**

5. Purpose of contract:

This is a new contract for an Administrative Hearing Officer. The previous contracted Hearing Officer resigned 3/26/2014. The hearing officer will preside over Nevada Taxicab Authority internal Administrative Court to adjudicate cases involving regulatory violations committed by privilege licensees and holders of Certificates of Public Convenience and Necessity.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,200.00**

Payment for services will be made at the rate of \$800.00 per DAY

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Taxicab Authority enforcement staff issues approximately 5,000 citations during the fiscal year. The Administrator delegates the citation adjudication function to a contractor who is a licensed out of state attorney with transportation industry experience.

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

The Taxicab Authority staff and other State agencies do not have the level of legal expertise or time required to accomplish this function.

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

#55

b. Solicitation Waiver: **Not Applicable**

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

Use of other private sector vendors or state agencies to adjudicate for the Taxicab Authority is not a viable option. Example: The Department of Administration hearing division almost exclusively hears workers compensation cases, and uses a stacked calendar every day of the week, which would be an extraordinary financial burden on the agency for overtime paid to officers that must appear. Currently the agency can schedule hearings on a specific day to accommodate the working shifts (Taxicab Authority operates 24/7 365) of the officers that must appear, thus keeping overtime costs as low as possible, and only Taxicab Authority actions and citations are heard. The contract Hearing Officer that is utilized by the Taxicab Authority is a licensed Nevada attorney with specialized knowledge.

d. Last bid date: Anticipated re-bid date: 11/30/2014

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?

Yes

See the attached Authorization to Contract form for details.

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

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:

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?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

Professional services are exempt from the state business license requirement.

17. Not Applicable

18. Agency Field Contract Monitor:

CARAVELLA, JO ANN, ADMIN ASST IV Ph: 702-668-4010

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dhowry	07/16/2014 11:40:21 AM
Division Approval	dhowry	07/16/2014 11:40:26 AM
Department Approval	sanders7	07/17/2014 11:10:02 AM
Contract Manager Approval	dhowry	07/21/2014 16:10:28 PM
Budget Analyst Approval	Pending	

#55

Brian Sandoval
Governor



Julia Teska
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: July 11, 2014

To: Julia Teska, Clerk of the Board
Department of Administration

From: Jim Rodriguez, Budget Analyst IV
Budget and Planning Division

Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

The following describes an information item submitted for placement on the agenda of the next Board of Examiners meeting:

**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – DIVISION OF
STATE LANDS**

Agenda Item Write-up:

NRS 321.5954, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending June 30, 2014.

Additional Information:

- **1989 Tahoe Basin Act**
 - The Nevada Division of State Lands closed escrow on June 26, 2014 effectively transferring a Residential Development Right for use in Washoe County. Proceeds from the sale will be used to support fuels reduction activities in the Lake Tahoe Basin.

- **Lake Tahoe Mitigation Program**

- The agency reports that there was one transfer of an interest in real property during this quarter. That transfer occurred on June 24, 2014 and transferred 810 square feet of Stream Environment Zone Restoration Credit for a project located in Glenbrook, Nevada. Proceeds are deposited to the Nevada Land Bank and will be used to carry out the intent of the Land Bank.
- The agency reports there were no acquisitions of lands or interests in lands during the quarter.

Statutory Authority:
NRS 321.5954

REVIEWED: _____

INFO ITEM: _____

Addendum:

NRS 321.5954 Powers and duties of Division and State Land Registrar regarding programs to preserve, restore and enhance Lake Tahoe Basin.

1. In carrying out a program authorized pursuant to NRS 321.5953, the Division may, as the State Land Registrar deems appropriate regarding particular parcels of land:

- (a) Acquire, from a willing owner, real property or an interest in real property in the Lake Tahoe Basin by donation, purchase or exchange;
- (b) Transfer real property or an interest in real property in the Lake Tahoe Basin by sale, lease or exchange;
- (c) Eliminate, or mitigate the effects of, development, land coverage or features or conditions of real property acquired pursuant to paragraph (a) that are detrimental to the natural environment of the Lake Tahoe Basin; and
- (d) Retire, extinguish or otherwise terminate rights to develop or place land coverage on real property acquired pursuant to paragraph (a).

2. The State Land Registrar may transfer real property or an interest in real property acquired pursuant to this section:

(a) To state and federal agencies, local governments and nonprofit organizations for such consideration as the State Land Registrar deems to be reasonable and in the interest of the general public.

(b) To other persons for a price that is not less than the fair market value of the real property or interest.

3. Before real property or an interest in real property is transferred pursuant to this section, the State Land Registrar shall record a declaration of restrictions or deed restrictions if the State Land Registrar determines that such restrictions are necessary to protect the public interest.

4. The State Land Registrar shall report quarterly to the State Board of Examiners regarding the real property or interests in real property transferred pursuant to this section.

5. Notwithstanding any other provision of law, a person shall not acquire, disturb or use real property or an interest in real property acquired by this State pursuant to this section unless the person first obtains written authorization from the State Land Registrar.

6. As used in this section:

(a) "Interest in real property" includes, without limitation:

- (1) An easement for conservation as that term is defined in NRS 111.410;
- (2) The right to develop the real property;
- (3) The right to place land coverage on the real property; and
- (4) Such other easements or rights as are appurtenant to the real property.

(b) "Land coverage" means a covering over or compaction of the natural surface of the ground that prevents water from percolating into the ground.

(Added to NRS by 1999, 2018)

LEO DROZDOFF
Director

Department of Conservation
and Natural Resources

CHARLES DONOHUE
Acting Administrator

BRIAN SANDOVAL
Governor



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

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STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

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DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

July 2, 2014

MEMORANDUM

TO: Julia Teska, Clerk
Nevada State Board of Examiners

FROM: Charles Donohue, Acting Administrator
Division of State Lands

RE: **BOARD OF EXAMINERS QUARTERLY REPORT OF THE TAHOE BASIN ACT AND
LAKE TAHOE MITIGATION PROGRAM – 4th QUARTER SFY 2014**

Tahoe Basin Act:

Pursuant to Chapter 111, Statutes of Nevada, 1989, at page 263, which requires a quarterly report to the Board of Examiners, this memorandum is to report lands or interests in lands transferred, sold, exchanged or leased under the Tahoe Basin Act program during the quarter ending June 30, 2014.

- The Nevada Division of State Lands (NDSL) closed escrow on June 26, 2014 effectively transferring a Residential Development Right (Right) for use in Washoe County. The Right was associated with a State parcel in the Lake Tahoe basin that was acquired in 2012 without cost from the Washoe County Treasurer's office as a result of tax delinquency. The proceeds from this sale will be used to implement fuels reduction activities associated with the State's urban lots at Lake Tahoe.

Lake Tahoe Mitigation Program:

Pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, which requires a quarterly report to the Board of Examiners, this memorandum is to report real property or interests in real property transferred under this program during the quarter ending June 30, 2014.

- One transfer of an interest in real property occurred during this quarter. On June 24, 2014 the Nevada Land Bank closed an escrow transferring 810 square feet of Stream Environment Zone Restoration Credit (Credit) for a project located in Glenbrook, Nevada. This is the first transfer of this type of Credit from the Nevada Land Bank and the proceeds will be used to carry out the intent of the Nevada Land Bank.
- There were no acquisitions of lands or other interests in lands during this quarter.

In the event you have any questions or would like additional information please call me at (775) 684-2720.

CD/er

cc: Leo Drozdoff, Director, Department of Conservation and Natural Resources

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