

# POST

## \*\*\* NOTICE OF PUBLIC MEETING \*\*\*

### BOARD OF EXAMINERS

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**LOCATION:** 2<sup>nd</sup> Floor Chambers of the Laxalt Building  
401 N. Carson Street  
Carson City, Nevada 89701

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

**DATE AND TIME:** August 9, 2016 at 10:00 a.m.

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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.

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### AGENDA

**1. PUBLIC COMMENTS**

**\*2. FOR POSSIBLE ACTION – APPROVAL OF THE JULY 12, 2016 BOARD OF EXAMINERS’ MEETING MINUTES**

**\*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 – Fleet Services	2	\$62,950
Department of Agriculture – Registration/Enforcement	1	\$6,586
Department of Public Safety - Investigations	3	\$87,750
Department of Wildlife	12	\$439,715
<b>Total</b>	<b>18</b>	<b>\$597,001</b>

**\*4. FOR POSSIBLE ACTION – STATE ADMINISTRATIVE MANUAL**

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

- 1. 0000 Introduction**
- 2. 0100 BOE Policies**
- 3. 0600 Administrative Procedures**

**4. 0700 Open Meeting Law**

**5. 3500 Group Insurance**

**\*5. FOR POSSIBLE ACTION – APPROVAL TO PAY A CASH SETTLEMENT**

Pursuant to Article 5, Section 21 of the Nevada Constitution, 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 – \$5,000,000**

The department requests settlement approval in the total amount of \$5,000,000 to fully resolve an eminent domain action to acquire 10.88 acres of real property owned by K&L Dirt Company LC, located at 12451 Old Highway 95 for the Boulder City Bypass. NDOT previously deposited \$2,083,000 with the Court for a right of occupancy. The defendant was paid \$1,333,333 in September of 2012 for estimated relocation costs as part of the settlement. This payment will be reimbursed prior to the final settlement. NDOT now requests an additional \$5,000,000 to resolve the action. Approval of the additional amount of \$5,000,000 and reimbursement of \$1,333,333 would bring the total to \$7,083,000.

**\*6. FOR POSSIBLE ACTION – APPROVAL TO PAY FROM THE STALE CLAIMS ACCOUNT**

**A. Department of Education – \$111,797**

Pursuant to NRS 353.097, subsection 4, the Department of Education requests approval to pay \$111,797 from the Stale Claims Account for a 2015 invoice for the Nevada Pre-Kindergarten Education program from White Pine County School District.

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

**A. Department of Motor Vehicles – \$198,000**

Pursuant to NRS 353.268, the department requests an allocation of \$198,000 from the Interim Finance Committee Contingency Account to purchase an additional server to provide voter data and signatures to the Secretary of State and County Clerk offices. **\*This request is contingent upon Interim Finance Committee's approval of a pending action item.**

**\*8. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A CURRENT AND/OR FORMER EMPLOYEE**

**A. Governor's Finance Office - Budget**

Pursuant to NRS 333.705, subsection 1, the division requests to contract with former employee, Leah Lamborn and former employee, Stephanie Day to assist with the preparation of the Governor's Executive Budget, as needed, during the 2017 legislative session.

**B. Department of Motor Vehicles**

Pursuant to NRS 333.705, subsection 1, the department requests authority to contract with former employee Arun Kumaran through Program Manager MSA. Mr. Kumaran is being represented by QA Technologies.

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

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

The division is requesting Board of Examiners' approval of the following provider agreement forms to enable them to enter into an agreement for the service of:

- Case Managers for face to face out of state visitation

**\*10. FOR POSSIBLE ACTION – APPROVAL OF VICTIMS OF CRIME PROGRAM POLICIES**

The Board of Examiners is the governing authority of the Nevada Victims of Crime Program. NRS 217.130 empowers the Board to adopt rules and regulations while NRS 217.150 requires the Board to formulate standards for the payment of compensation to Victims of Crime. The Victim of Crimes Program Policies were last updated and adopted by the Board in May 2014. The current revisions are largely clarifications and minor changes to existing policies.

**\*11. FOR POSSIBLE ACTION – APPROVAL OF A VICTIMS OF CRIME APPEAL**

Pursuant to NRS 217.117, Section 3, the Board shall consider the appeal on the record at its next scheduled meeting. The Board may affirm, modify or reverse the decision of the Appeals Officer.

- Appeal by Jane Heller

**\*12. FOR POSSIBLE ACTION – LEASES ([Attached as Exhibit 1](#))**

**\*13. FOR POSSIBLE ACTION – CONTRACTS ([Attached as Exhibit 2](#))**

**\*14. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENT ([Attached as Exhibit 3](#))**

## **15. INFORMATION ITEM ([Attached as Exhibit 4](#))**

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). Attached is a list of all applicable approvals for contracts and amendments approved from June 21, 2016 through July 19, 2016.

## **16. INFORMATION ITEMS**

### **A. Department of Motor Vehicles – Complete Streets Program**

Pursuant to NRS 482.480, Subsection 11, the Department of Motor Vehicles shall certify to the State Board of Examiners the amount of the voluntary contributions collected for each county by the department and its agents, and that the money has been distributed as provided in statute. This report is for the period beginning July 1, 2015 and ending June 30, 2016.

### **B. Complete Street Program Uses**

Per the Governor's request during the November BOE meeting, a letter was sent to Clark and Washoe counties and Carson City Consolidated Municipality requesting a report on how the Complete Streets Program funds are being utilized. This report is for all funds received through June 2016.

## **17. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS**

## **\*18. 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  
[Capitolpolice-lasvegas@dps.state.nv.us](mailto:Capitolpolice-lasvegas@dps.state.nv.us)

Notice of this meeting was posted on the following websites:

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

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

Supporting material for this meeting may be requested from Director Wells at (775) 684-0222 or [budget@finance.nv.gov](mailto:budget@finance.nv.gov), and is available at the Governor's Finance Office, 209 E. Musser St. Room 200 Carson City, NV 89701. 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 Governor's Finance Office at least one working day before the meeting at (775) 684-0222 or you can fax your request to (775) 684-0260.



# LEASES

BOE #	LESSEE			LESSOR	AMOUNT
1.	BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS			RENO NOTEHOLDERS, LLC	\$156,572
	<b>Lease Description:</b>	This is an extension of an existing lease to house the Board.			
		<b>Term of Lease:</b>	09/01/2016 – 08/31/2019	Located in Reno	
2.	DEPARTMENT OF PUBLIC SAFETY – HIGHWAY PATROL			LINCOLN COUNTY COMMISSION	\$16,200
	<b>Lease Description:</b>	This is an extension of an existing lease to house the division.			
		<b>Term of Lease:</b>	09/01/2016 – 08/31/2020	Located in Alamo and Pioche	
3.	DEPARTMENT OF PUBLIC SAFETY – PROFESSIONAL RESPONSIBILITY			WHITECROSS, LP	\$130,035
	<b>Lease Description:</b>	This is an extension of an existing lease to house the division.			
		<b>Term of Lease:</b>	09/01/2016 – 08/31/2021	Located in Carson City	
4.	DEPARTMENT OF PUBLIC SAFETY – PAROLE AND PROBATION			BRANDER NEVADA INVESTMENTS, LLC	\$2,535,283
	<b>Lease Description:</b>	This is an extension of an existing lease to house the division.			
		<b>Term of Lease:</b>	08/01/2016 – 07/31/2023	Located in Carson City	
5.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – CHILD AND FAMILY SERVICES			NYE COUNTY COMMISSIONERS	\$33,300
	<b>Lease Description:</b>	This is an extension of an existing lease to house the division.			
		<b>Term of Lease:</b>	09/01/2016-08/21/2021	Located in Tonopah	
6.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH – RURAL CLINICS			LINCOLN COUNTY COMMISSION	\$14,400
	<b>Lease Description:</b>	This is a relocation to house the division.			
		<b>Term of Lease:</b>	09/01/2016-08/31/2019	Located in Panaca	
7.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH – SOUTHERN NEVADA ADULT MENTAL HEALTH			MORRIS-MORRIS, LLC	\$313,740
	<b>Lease Description:</b>	This is an extension of an existing lease to house the division.			
		<b>Term of Lease:</b>	10/01/2016-09/30/2021	Located in Mesquite	

# CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE ATTORNEY GENERAL'S OFFICE	BANCROFT ASSOCIATES, PLLC DBA BANCROFT, PLLC	OTHER: STATUTORY CONTINGENCY FUND	\$125,000	Professional Service
	Contract Description:	This is a new contract to provide ongoing outside counsel legal services to defend the State against one or more Education Savings Account lawsuits at the state appellate level.				
		Term of Contract:	06/17/2016 - 06/30/2017	Contract # 17971		
2.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	ENTERPRISE JANITORIAL, INC.	FEE: BUILDINGS AND GROUNDS BUILDING RENTAL FEES	\$17,983	
	Contract Description:	This is the first amendment to the original contract which continues ongoing janitorial services for Nevada State Library and Archive facility at 100 Stewart Street in Carson City. This amendment extends the termination date from September 1, 2016 to December 1, 2016 and increases the maximum amount from \$49,544.23 to \$67,527 due to the continued need for these services.				
		Term of Contract:	02/06/2016 - 12/06/2016	Contract # 17612		
3.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	KANE, BRUCE DBA BRUCES CARPET CLEANING	FEE: BUILDINGS AND GROUNDS BUILDING RENT FEES	\$25,000	
	Contract Description:	This is the first amendment to the original contract which continues ongoing carpet cleaning services to the various state buildings in Carson City and Reno. This amendment increases the maximum amount from \$45,000 to \$70,000 due to the continued need of these services.				
		Term of Contract:	11/01/2014 - 10/31/2018	Contract # 15942		
4.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - CORRECTIONS CIPS NON-EXEC	AUSENCO PSI, LLC	BONDS 2% OTHER: TRANSFER FROM TREASURER - REALLOCATED BOND AUTHORITY 98%	\$33,574	Professional Service
	Contract Description:	This is the second amendment to the original contract which provides professional architectural/engineering services for Phase 1 of the Door Control Panels Upgrade project at the Lovelock Correctional Center: CIP Project No. 13-M06; SPWD Contract No. 95758. This amendment increases the maximum amount from \$320,058 to \$353,574 for additional required programming and commissioning functions.				
		Term of Contract:	05/13/2014 - 06/30/2017	Contract # 15525		
5.	101	COMMISSION ON TOURISM - TOURISM DEVELOPMENT FUND	MADDEN MEDIA	OTHER: LODGING TAX	\$990,001	
	Contract Description:	This is the second amendment to the original contract which provides ongoing marketing services for the development and administration of a cooperative marketing program. This amendment extends the termination date from August 31, 2016 to June 30, 2018 and increases the maximum amount from \$1,009,999 to \$2,000,000 to continue the cooperative marketing program.				
		Term of Contract:	09/09/2014 - 06/30/2018	Contract # 15900		
6.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - NETWORK TRANSPORT SERVICES	FEDERAL AVIATION ADMINISTRATION REAL ESTATE AND UTILITIES GROUP	OTHER: REVENUE	\$145,000	
	Contract Description:	This is a new revenue contract that continues to provide rack space at Winnemucca Mountain.				
		Term of Contract:	12/01/2016 - 06/30/2026	Contract # 17895		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
7.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - NETWORK TRANSPORT SERVICES	NOR-CAL BATTERY CO	FEE: USER FEES	\$137,430	
	Contract Description:	This is the first amendment to the original contract which provides replacement of existing battery systems, rack and ancillary equipment. This amendment adds ten additional battery replacement sites to the scope of work and increases the maximum amount from \$857,599 to \$995,029 due to the continued need for these services.				
	Term of Contract:	12/08/2015 - 06/30/2020		Contract # 17190		
8.	240	DEPARTMENT OF VETERANS SERVICES - VETERANS HOME ACCOUNT	FARR WEST ENGINEERING	OTHER: PRIVATE/COUNTY 35% FEDERAL 65%	\$57,700	
	Contract Description:	This is a new contract to provide research, alternative solutions analysis, design and bid documents and permits in the continuing process toward the development of a permanent water clarification system.				
	Term of Contract:	08/01/2016 - 03/31/2017		Contract # 17956		
9.	240	DEPARTMENT OF VETERANS SERVICES - VETERANS HOME ACCOUNT	HEALTHCARE SERVICES GROUP, INC.	OTHER: PRIVATE/COUNTY 35% FEDERAL 65%	\$2,430,679	
	Contract Description:	This is a new contract to provide ongoing housekeeping and laundry services.				
	Term of Contract:	11/14/2016 - 11/30/2020		Contract # 17847		
10.	400	DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIRECTOR'S OFFICE - GRANTS MANAGEMENT UNIT	CONSUMER CREDIT COUNSELING SERVICE OF SOUTHERN NEVADA	OTHER: FUNDS FOR HEALTHY NEVADA (TOBACCO) 89.5% FEDERAL 10.5%	\$94,060	
	Contract Description:	This is the second amendment to the original contract which provides the management and operation of 2-1-1 information and referral centers. This amendment increases the maximum amount from \$1,564,702 to \$1,658,762 due to the continued need for these services.				
	Term of Contract:	07/01/2015 - 06/30/2017		Contract # 16458		
11.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	CLARK COUNTY	OTHER: INTER-GOVERNMENTAL TRANSFER	\$111,841,321	Exempt
	Contract Description:	This is a new revenue interlocal agreement to receive funds to support and fund the state's share of the supplemental inpatient and outpatient Upper Payment Limit program for non-state, governmental owned or operated hospitals. The supplemental program pays the difference between Medicaid payments and the Medicare amount.				
	Term of Contract:	07/01/2016 - 06/30/2020		Contract # 17949		
12.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	CLARK COUNTY	OTHER: INTER-GOVERNMENTAL TRANSFER	\$22,664,382	Exempt
	Contract Description:	This is a new revenue interlocal agreement to receive funds to support and fund the non-federal share of the supplemental Graduate Medical Education program for non-state government owned or operated teaching hospitals.				
	Term of Contract:	07/01/2016 - 06/30/2020		Contract # 17950		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
13.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	CLARK COUNTY	OTHER: INTER-GOVERNMENTAL TRANSFER	\$53,778,554	Exempt
	Contract Description:	This is a new revenue interlocal agreement to receive funds to support and fund the state's share of the supplemental Disproportionate Share Hospital program for hospitals that serve a disproportionate share of uninsured, indigent and Medicaid patients pursuant to NRS 422.382.				
	Term of Contract:	07/01/2016 - 06/30/2017		Contract # 17951		
14.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - ADMINISTRATION	BUREAU OF HEALTH CARE QUALITY AND COMPLIANCE	OTHER: CIVIL MONETARY PENALTIES	\$821,323	Exempt
	Contract Description:	This is a new interlocal agreement to assist nursing facilities in providing individualized, person-centered care and improving fall-related care processes and outcomes. The goal of this initiative is to actively engage 10 to 12 skilled nursing facilities in a falls management program with the aim to reduce resident falls and fall-related injuries by 25 percent.				
	Term of Contract:	07/01/2016 - 06/30/2018		Contract # 17443		
15.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - COMMUNICABLE DISEASES	OPTUMRX PBM OF MARYLAND, INC.	FEDERAL	\$12,366,629	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides Pharmacy Benefit Manager services that administer claims and allow reimbursement of dispensing fees for AIDS Drug Assistance Program pharmacies throughout Nevada for services directly related to Ryan White Part B clients. This amendment changes the vendor's legal name, increases the maximum amount from \$30,405,519 to \$42,772,148 due to increased pharmaceutical costs and replaces the existing scope of work reflecting necessary upgrades and revisions.				
	Term of Contract:	07/09/2013 - 06/30/2017		Contract # 14498		
16.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - HEALTH CARE FACILITIES REGULATION	NYE COUNTY	FEE: HEALTH FACILITY FEES 90% OTHER: FINES AND PENALTIES 10%	\$181,540	
	Contract Description:	This is a new interlocal agreement to provide records disposition for the Nye Regional Medical Center. Due to the closure of the Nye Regional Medical Center, medical records must be logged, maintained and ultimately destroyed to protect the health and safety of the patients.				
	Term of Contract:	Upon Approval - 12/31/2017		Contract # 17983		
17.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - ADMINISTRATION	ACCUITY ASSET VERIFICATION SERVICES, INC.	GENERAL 25% FEDERAL 75%	\$993,202	
	Contract Description:	This is a new contract to provide web-based asset verification services to locate assets held by financial institutions on behalf of the State of Nevada Medicaid applicants.				
	Term of Contract:	08/09/2016 - 08/31/2018		Contract # 17916		
18.	431	OFFICE OF THE MILITARY	NATIONWIDE POWER SOLUTIONS, INC.	FEDERAL	\$80,000	
	Contract Description:	This is a new contract to provide Uninterrupted Power Supply annual preventative maintenance and repair services for Office of the Military.				
	Term of Contract:	Upon Approval - 04/30/2020		Contract # 17980		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
19.	690	COLORADO RIVER COMMISSION - POWER DELIVERY SYSTEM	BURNS & MCDONNELL ENGINEERING CO., INC.	OTHER: POWER SALES REVENUE	\$750,000	
	Contract Description:	This is the third amendment to the original contract which provides engineering services for current uncompleted projects. This amendment will allow for the completion of the Boulder City Bypass Project (which project cost has increased due to environmental issues) and the Lower Lake Level Pumping Station which has additional work in the planning stage, and then accommodate the construction phase engineering services. This amendment extends the termination date from June 30, 2017 to June 30, 2018, and increases the maximum amount from \$1,050,000 to \$1,800,000.				
	Term of Contract:	08/13/2013 - 06/30/2018		Contract # 14627		
20.	702	DEPARTMENT OF WILDLIFE - LAW ENFORCEMENT	BAUSERMAN GROUP, LLC	FEE: AIS DECALS 25%; LICENSE AND REGISTRATION FEES 37.5% OTHER: IN-KIND MATCH 3.7% FEDERAL 33.8%	\$100,000	
	Contract Description:	This is the first amendment to the original contract which provides media buying and comprehensive advertising services. This amendment increases the maximum amount from \$400,000 to \$500,000 due to an increase in services needed.				
	Term of Contract:	05/14/2013 - 04/30/2017		Contract # 14271		
21.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - ADMINISTRATION	TIMMONS GROUP	FEDERAL	\$309,447	
	Contract Description:	This is a new contract for the development and maintenance of an on-line forestry and fire information portal.				
	Term of Contract:	08/09/2016 - 08/08/2018		Contract # 17914		
22.	810	DEPARTMENT OF MOTOR VEHICLES - CENTRAL SERVICES	INTELLECTUAL TECHNOLOGY, INC.	OTHER: FEE FUNDED	\$652,710	
	Contract Description:	This is a new contract to provide an automated method of collecting electronic data, printing secure and non-secure documents, finishing, mail preparation, transportation to the US Postal Service for the same day mail entry and tracking of the documents for Off-Highway Vehicles.				
	Term of Contract:	09/01/2016 - 08/31/2022		Contract # 17896		
23.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - VOCATIONAL REHABILITATION	BOARD OF REGENTS-WNC	FEDERAL	\$681,159	Exempt
	Contract Description:	This is the first amendment to the original interlocal agreement which provides mutual clients of the Bureau of Vocational Rehabilitation and Western Nevada College with academic preparation and job skills to successfully obtain and maintain employment. This amendment extends the termination date from June 30, 2017 to June 30, 2021 and increases the maximum amount from \$330,976 to \$1,012,135 due to the continued need for these services by the community.				
	Term of Contract:	12/01/2014 - 06/30/2021		Contract # 16020		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
24.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	JOBS FOR NEVADA GRADUATES, INC.	OTHER: WIOA AND CAREER ENHANCEMENT PROGRAM 66.6% FEDERAL 33.4%	\$270,000	Sole Source
	Contract Description:	This is a new contract to provide training to improve the outcomes of public education, improve work opportunities, increase college enrollment and completion rates for high-risk youth populations.				
25.	950	PUBLIC EMPLOYEES BENEFITS PROGRAM	DIVERSIFIED DENTAL SERVICES, INC.	OTHER: 33% PREMIUM REVENUE 67% STATE SUBSIDY	\$1,684,984	
	Contract Description:	This is the first amendment to the original contract to provide dental Preferred Provider Organization network services to participants and their covered dependents. This amendment extends the termination date from June 30, 2017 to June 30, 2021 and increases the maximum amount from \$1,397,000 to \$3,081,984 due to a continued need for these services and a commitment from the vendor to keep rates at the year four rate for the duration of the extension.				
26.	950	PUBLIC EMPLOYEES BENEFITS PROGRAM	HEALTH CLAIM AUDITORS, INC.	OTHER: 33% PREMIUM REVENUE, 67% STATE SUBSIDY	\$1,131,310	
	Contract Description:	This is the fourth amendment to the original contract to provide health plan auditing services. This amendment extends the termination date from September 30, 2017 to September 30, 2022 and increases the maximum amount from \$1,696,600 to \$2,827,910 due to the continued need for these services.				
27.	B007	BOARD OF DENTAL EXAMINERS	HUMMEL & ASSOCIATES, INC.	OTHER: AGENCY FUNDS	\$75,000	Professional Service
	Contract Description:	This is a new contract for accounting and bookkeeping services.				
	Term of Contract:	07/01/2016 - 06/30/2020		Contract # 17707		

# MASTER SERVICE AGREEMENT

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 1.	MSA	VARIOUS STATE AGENCIES	TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.	OTHER: VARIOUS	\$2,000,000	
	Contract Description:	This is a new contract to establish a Participating Addendum that continues ongoing leasing and services for copiers, printers and related devices. The contract allows state agencies the option to lease or purchase devices, and software bundles that enable and enhance the capabilities of the device.				
		Term of Contract:	Upon Approval - 12/31/2019	Contract # 17961		



# INFORMATION CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE - ADMINISTRATIVE ACCOUNT	AIR SYSTEMS OF SACRAMENTO, INC. DBA AIR SYSTEMS OF NEVADA	GENERAL	\$10,000	
	Contract Description:	This is a new contract to provide maintenance services on the air conditioning systems located in the Attorney General's Carson City and Reno Offices, in the Information Systems server room.				
2.	030	ATTORNEY GENERAL'S OFFICE - ADMINISTRATIVE ACCOUNT	BTMC, LLC, DBA BRAIN TRUST MARKETING & COMMUNICATION	OTHER: MILITARY LEGAL ASSISTANCE DONATIONS	\$24,999	
	Contract Description:	This is a new contract to provide advertising services which includes graphic design, brand and logo development, digital media and limited printing services to reach military personnel, active and retired, living in Nevada. To promote legal services available to them at no charge.				
3.	040	SECRETARY OF STATE'S OFFICE - HELP AMERICA VOTE ACT ELECTIONS ACCOUNT	DEPARTMENT OF MOTOR VEHICLES	FEDERAL	\$20,000	
	Contract Description:	This is a new interlocal agreement that continues the ongoing interface between the Secretary of State (SOS) Voter Registration Application and the Department of Motor Vehicles (DMV) database to support the Help America Vote Act (HAVA). DMV will accept and validate records in a batch process against the DMV database. Any records that do not validate against the DMV database will be then processed against the Social Security database for validation. The un-validated records will be returned to SOS/HAVA.				
4.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	ENTERPRISE JANITORIAL, INC.	FEE: BUILDINGS AND GROUNDS BUILDING RENTAL FEES	\$25,000	
	Contract Description:	This is a new contract that continues ongoing janitorial services in emergency situations for state owned buildings in Northern Nevada on an as needed basis.				
5.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	JCRNO, INC.	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	\$14,280	
	Contract Description:	This is the second amendment to the original contract which provides ongoing janitorial services for the Department of Motor Vehicles facility located at 305 Galletti Way, Reno. This amendment increases the maximum amount from \$239,848 to \$254,128 due to the increase in hours for janitorial services.				
6.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	NEVADA LANDCARE USA, LLC DBA LANDCARE	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEE	\$42,960	
	Contract Description:	This is a new contract that continues ongoing landscaping services for the Department of Motor Vehicles facility located at 1339 American Pacific Dr. in Henderson.				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
7.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	NEVADA LANDCARE USA, LLC DBA LANDCARE	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	\$25,200	
	Contract Description:	This is a new contract that continues ongoing landscaping services for the Campos Building, located at 215 E. Bonanza, Las Vegas.				
8.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	TAHOE FENCE CO., INC.	FEE: BUILDINGS AND GROUNDS BUILDING RENTAL INCOME FEES	\$20,000	Exempt
	Contract Description:	This is a new contract to provide fencing/gate repair and installation services for state-owned facilities in the Carson City and Reno area.				
9.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	UNI STEAM, LLC	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	\$13,000	
	Contract Description:	This is a new contract to provide exterior steam cleaning services for state-owned facilities in the Northern Nevada area on an as needed basis.				
10.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - BUILDINGS AND GROUNDS	VARSITY CONTRACTORS, INC.	OTHER: BUILDING RENT INCOME FEES	(\$25,913)	
	Contract Description:	This is the first amendment of the original contract which provides janitorial services, including semi-annual hard floor & carpet cleanings, and annual blind and window cleanings, for the Department of Wildlife and the Department of Agriculture in Las Vegas. This amendment reduces the contract amount from \$69,333.20 to \$43,420.08 due to Department of Agriculture located at 2300 McLeod Street, Las Vegas, moving from this location, and as such, services for the Department of Agriculture are no longer required.				
11.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	XCEL MAINTENANCE SERVICES, INC.	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	\$15,250	
	Contract Description:	This is the first amendment to the original contract, which continues ongoing janitorial services at the Henderson Welfare and Supportive Services facility located at 520 S Boulder Highway. This amendment extends the termination date from August 30, 2016 to November 30, 2016 and increases the maximum amount from \$27,450 to \$42,700 due to the continued need for these services.				
12.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - MARLETTE LAKE	EL AERO SERVICES, LLC	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	\$20,000	Professional Service
	Contract Description:	This is a new contract to provide helicopter flights into the back country above and around Marlette Hobart Water System Range where the water system cannot be accessed by vehicles or equipment in cases of emergencies, critical systems repairs and/or inspections.				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
13.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - CORRECTIONS CIPS NON-EXEC	AUSENCO PSI, LLC	BONDS 2% OTHER: TRANSFER FROM TREASURER - REALLOCATED BOND AUTHORITY 98%	\$17,200	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides professional architectural/engineering services for Phase 1 of the Lovelock Correctional Center Door Control Panels Upgrade CIP project; Project No. 13-M06; Contract No. 95758. This amendment increases the maximum amount from \$302,858 to \$320,058 for additional contract administration time and additional programming for the Nevada Offender Tracking Information System.				
		Term of Contract:	05/13/2014 - 06/30/2017	Contract # 15525		
14.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS All Budget Accounts	AECOM TECHNICAL SERVICES, INC.	OTHER: AGENCY FUNDED CIP	\$48,816	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Marlette Lake Waterline Crossing at US Highway 395 and Hobart Road: CIP Project No. 16-A004.				
		Term of Contract:	07/14/2016 - 06/30/2020	Contract # 17833		
15.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - DATA COMMUNICATIONS AND NETWORK ENGINEERING	CURTIS & SONS CONSTRUCTION, INC.	FEE: USER FEES	\$22,050	
	Contract Description:	This is a new contract that continues ongoing maintenance on all Capitol Complex vault infrastructure and ensures they do not fail due to man-made or natural disasters.				
		Term of Contract:	06/24/2016 - 06/30/2017	Contract # 17942		
16.	240	DEPARTMENT OF VETERANS SERVICES - VETERANS HOME ACCOUNT	TERMINIX INTERNATIONAL COMPANY, LLC	OTHER: PRIVATE/COUNTY 35% FEDERAL 65%	\$10,000	
	Contract Description:	This is a new contract that continues ongoing pest control services.				
		Term of Contract:	07/01/2016 - 07/01/2018	Contract # 17907		
17.	315	STATE PUBLIC CHARTER SCHOOL AUTHORITY	INFINITE CAMPUS, INC.	FEE: CHARTER SCHOOL FEES	\$17,770	Exempt
	Contract Description:	This is a new contract to provide guidance and technical assistance to staff to review current practices and procedures used to manage the Student Information System. The contractor will advise on reorganizing the Infinite Campus application to ensure that functional components needed for application usage are deployed appropriately.				
		Term of Contract:	06/22/2016 - 06/30/2017	Contract # 17947		
18.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - SENIOR TAX ASSISTANCE REBATE	NEVADA BROADCASTERS ASSOCIATION	GENERAL	\$15,000	Professional Service
	Contract Description:	This is a new contract to provide statewide radio campaigns. These campaigns will use Non-Commercial Sustaining Announcements/Public Education Partnership program for a robust two-month campaign to deliver the message to the residents age 65 and older, about the property tax rebate.				
		Term of Contract:	07/15/2016 - 09/30/2016	Contract # 17997		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
19.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	UNICON	GENERAL	\$49,500	
	Contract Description:	This is a new contract to provide concrete and asphalt pavement repair and repaving services to walkways and parking lots on the campus.				
20.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - HEALTH FACILITIES HOSPITAL LICENSING	AITHENT, INC.	FEE: LICENSE AND FEES	\$18,850	
	Contract Description:	This is the second amendment to the original contract which provides ongoing implementation of a comprehensive, web-based licensing (licensing, permitting, registration, certification) and regulatory system (inspections and complaints) for health facilities, clinical laboratories, child care facilities, food handling establishments, dietitians, music therapists, emergency medical services, medical marijuana establishments and users, and other entities within the division. This amendment increases the maximum amount from \$1,459,000 to \$1,477,850 to expand the current web-based licensing system.				
21.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - PUBLIC HEALTH PREPAREDNESS PROGRAM	JOHN SNOW, INC.	FEDERAL	\$12,210	
	Contract Description:	This is a new contract to provide training to improve statewide databases and enhance compatibility with the Shortage Designation Management System.				
22.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - BIOSTATISTICS AND EPIDEMIOLOGY	ALZHEIMERS ASSOCIATION	OTHER: REVENUE	\$22,500	
	Contract Description:	This is a new revenue contract that continues to provide survey services by incorporating the Caregivers Module in the Nevada 2016 Behavioral Risk Factor Surveillance System used to survey Nevada residents.				
23.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - FACILITY FOR THE MENTAL OFFENDER	PAMELA CLARK	GENERAL	\$10,000	
	Contract Description:	This is the first amendment to the original contract which provides haircuts and beard trims to clients confined to Lake's Crossing Center on a monthly basis at the request of authorized agency personnel. This amendment extends the termination date from June 30, 2016 to June 30, 2018 and increases the maximum amount from \$5,000 to \$15,000 due to the continued and increased need for these services.				
		Term of Contract:	07/01/2014 - 06/30/2018	Contract # 15884		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
24.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - FIELD SERVICES	DEPENDABLE HIGHWAY EXPRESS	GENERAL 30% FEDERAL 70%	\$13,113	
	Contract Description:	This is a new contract that continues ongoing services for the division's publications unit to provide commercial freight delivery services for printed paper products originating at the Central office in Carson City to the Rancho Drive office in Las Vegas. The publications unit publishes over 900 types of forms and envelopes, which are used by the public, clients, and staff and distributes them to all northern district and field offices and to one southern location for further distribution.				
		Term of Contract:	07/01/2016 - 06/30/2017	Contract # 17801		
25.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - CHILD SUPPORT ENFORCEMENT PROGRAM	CHASE GLOBAL SERVICES	GENERAL 4% FEDERAL 96%	\$13,740	
	Contract Description:	This is the sixth amendment to the original contract which provides a Correspondence Management Solution related to the Medicaid and Child Support Enforcement programs to 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 \$3,252,750 to \$3,266,489.90, revises Attachment AA - Deliverable Payment Schedule and extends the termination date from June 30, 2016 to December 31, 2016 in order to complete development and testing.				
		Term of Contract:	03/11/2014 - 12/31/2016	Contract # 15320		
26.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - JUVENILE CORRECTIONAL FACILITY	CLARK COUNTY SCHOOL DISTRICT	GENERAL	\$33,000	
	Contract Description:	This is a new interlocal agreement to provide education services for youth mandated by Nevada Revised Statutes 63.210.				
		Term of Contract:	02/24/2016 - 06/30/2016	Contract # 17872		
27.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - NEVADA YOUTH TRAINING CENTER	PLUMB LINE MECHANICAL, INC.	GENERAL	\$14,998	
	Contract Description:	This is a new contract for the installation of heaters in the shop areas.				
		Term of Contract:	07/01/2016 - 06/30/2017	Contract # 17850		
28.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - NEVADA YOUTH TRAINING CENTER	SKYLINE CONSTRUCTION	GENERAL	\$19,998	
	Contract Description:	This is a new contract for the replacement of the walkway and steps in front of the administration building.				
		Term of Contract:	07/01/2016 - 06/30/2017	Contract # 17865		
29.	651	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY PATROL	LAS VEGAS METROPOLITAN POLICE DEPT	HIGHWAY	\$15,187	
	Contract Description:	This is a new interlocal agreement which provides repair and maintenance on the motorcycles for the Southern Command.				
		Term of Contract:	07/14/2016 - 06/30/2019	Contract # 17459		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
30.	702	DEPARTMENT OF WILDLIFE CIP - NON-EXEC	LARAY LARSON DBA BK&L TRUCKING	BONDS	\$6,021	
	Contract Description:	This is the first amendment to the original contract to provide transportation of a modular office unit from the New Vision RV Park in Winnemucca to the Overton Wildlife Management Area near Overton. This amendment increases the maximum amount from \$4,614 to \$10,635 due to the continued need for these services.				
	Term of Contract:	06/01/2016 - 12/31/2016		Contract # 17849		
31.	702	DEPARTMENT OF WILDLIFE CIP - NON-EXEC	LUBAWY & ASSOCIATES, INC.	BONDS	\$9,500	
	Contract Description:	This is the first amendment to the original contract to conduct a fair market appraisal of property the State of Nevada is seeking to purchase. This amendment extends the termination date from July 15, 2016 to June 30, 2019 and increases the maximum amount from \$5,500 to \$15,000 due to the continued need for these services.				
	Term of Contract:	07/17/2015 - 06/30/2019		Contract # 16925		
32.	702	DEPARTMENT OF WILDLIFE OPERATIONS	ERIN BISHOP, DBA CUSTOM CLEAN ELY	FEE: SPORTSMEN FEES	\$14,400	
	Contract Description:	This is a new contract to provide monthly janitorial services to the regional office located in Ely.				
	Term of Contract:	07/15/2016 - 06/30/2018		Contract # 17985		
33.	702	DEPARTMENT OF WILDLIFE GAME MANAGEMENT	CANYONS WEST GUIDE SERVICE, LLC	FEE: PREDATOR FEES	\$24,300	
	Contract Description:	This is a new contract to provide mountain lion removal, collection of biological samples and a recording of all hunt routes locations in the Snowstorm Mountains.				
	Term of Contract:	07/15/2016 - 06/30/2017		Contract # 17990		
34.	702	DEPARTMENT OF WILDLIFE GAME MANAGEMENT	TIM'S TURQUOISE & GEMS, LLC	OTHER: MULE DEER GRANT	\$14,818	
	Contract Description:	This is a new contract to provide mule deer migration and the Pequop Summit Wildlife overpass filming with time-lapse video and processing the end product video. Highlighting the migration of mule deer and the challenges they encounter.				
	Term of Contract:	07/12/2016 - 06/30/2020		Contract # 17926		
35.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS	CITY OF BULLHEAD CITY, AN ARIZONA MUNICIPAL CORPORATION	OTHER: REVENUE	\$15,750	
	Contract Description:	This is a new revenue contract to reimburse the division for personnel overtime, travel costs and the special use permit for the River Regatta event in the Big Bend State Recreational Area.				
	Term of Contract:	06/28/2016 - 08/13/2016		Contract # 17938		
36.	748	DEPARTMENT OF BUSINESS AND INDUSTRY - REAL ESTATE - COMMON INTEREST COMMUNITIES	MICHAEL G. CHAPMAN, DBA CHAPMAN LAW FIRM	FEE: ASSOCIATION UNIT FEES	\$25,000	
	Contract Description:	This is a new contract to impanel the contractor to the division's Alternative Dispute Resolution panel. Pursuant to AB370 of the 2013 Legislative Session, 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.				
	Term of Contract:	06/24/2016 - 06/30/2017		Contract # 17832		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
37.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	ROYAL REFRIGERATION, INC.	OTHER: BUSINESS ENTERPRISE SET-ASIDE	\$24,500	
	Contract Description:	This is a new contract that continues ongoing maintenance and repair services of commercial refrigerators, refrigeration units, chillers, freezers, ice makers, reach-ins and display units on a time and material basis; facility remodeling; and installation, repair, maintenance, relocation, and replacement of equipment, with purchase of parts as necessary at all southern program sites, including the Hoover Dam sites.				
	Term of Contract:	06/29/2016 - 03/31/2018		Contract # 17905		
38.	960	SILVER STATE HEALTH INSURANCE EXCHANGE - ADMINISTRATION	DIVISION OF PUBLIC AND BEHAVIORAL HEALTH	FEDERAL	\$17,532	
	Contract Description:	This is a new intralocal agreement to educate underserved populations of the availability of health insurance and health care.				
	Term of Contract:	07/15/2016 - 12/31/2016		Contract # 18012		



# **MINUTES**

## **MEETING OF THE BOARD OF EXAMINERS**

July 12, 2016

The Board of Examiners met on July 12, 2016, in the 2<sup>nd</sup> floor Chambers of the Laxalt Building, 401 N. Carson St., Carson City, Nevada, at 10:00 a.m. Present were:

### **Members:**

Governor Brian Sandoval

Attorney General Adam Paul Laxalt – participated by phone and in Carson City

Secretary of State Barbara K. Cegavske – participated in Las Vegas

James R. Wells, Clerk

### **Others Present:**

Roger Rahming, Department of Education

Greg Bertolin, Department of Education

Rudy Malfabon, Department of Transportation

Dave Gaskin, Department of Transportation

Dave Emme, Department of Environmental Protection

Wes Duncan, Attorney General's Office

Patrick Sheehan, Department of Administration, Enterprise IT Service Division

Ellen Crecelius, Department of Health and Human Services

Jan Prentice, Department of Health and Human Services

Dennis Perea, Department of Employment, Training and Rehabilitation

Craig Von Collenberg, Community College of Southern Nevada

A copy of the sign-in sheets of all of the attendees is available upon request:

[budget@finance.nv.gov](mailto:budget@finance.nv.gov)

## 1. PUBLIC COMMENTS

### Comments:

**Governor:** We will begin with agenda item number 1 which is public comment, is there any member of the public present here in Carson City that would like to provide public comment to the Board? Is there anyone in Las Vegas that would like to provide public comment?

**Secretary of State:** No Governor, there's nobody here.

**Governor:** Thank you Madam Secretary.

## \*2. FOR POSSIBLE ACTION – APPROVAL OF THE JUNE 7, 2016 BOARD OF EXAMINERS' MEETING MINUTES

**Motion By:** Secretary of State

**Seconded By:** Attorney General

**Vote:** 3-0

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### Comments:

**Governor:** Thank you. Madam Secretary, I'm going to hold agenda item number 2. My understanding is the Attorney General is on his way and I'm sure he'd like to participate in the vote. I'm going to hold agenda item number 2. Just for planning purposes for everybody and to be respectful of all your time, we are withdrawing agenda item number 5. If you're here for 5 which is the provider agreement, you're excused. Then with regard to contracts, we are holding Contracts 1, 15, 18-38, 47, 49 and 51-58. If you're not one of those then enjoy the rest of your day because we won't be asking questions. As I said, I don't want you all sitting here until the end and then not have any questions, I appreciate your attendance today.

[Item taken after agenda item number 5]

**Governor:** We're going to move back to agenda item number 2 which is the approval of the June 7, 2016 Board of Examiner minutes. Have the Members had an opportunity to review the minutes and are there any changes?

**Secretary of State:** I have no changes and I'll move to approve the minutes.

**Governor:** Secretary of State has moved to approve the June 7, 2016 Board of Examiners Meeting Minutes, is there a second?

**Attorney General:** I second.

**Governor:** Attorney General has seconded the motion, any questions or discussion? Hearing none, all in favor say aye. [ayes around] That motion passes 3-0.

**\*3. FOR POSSIBLE ACTION – APPROVAL TO ACCEPT A SETTLEMENT**

Pursuant to Article 5, Section 21 of the Nevada Constitution, 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 Education - \$996,895**

The department requests settlement approval to accept goods and services from the University of California Los Angeles Smarter Balanced in the amount of \$996,895 to fully resolve a contract breach regarding the delivery of Nevada's 2014-15 Criterion Referenced Test of which the majority of Nevada's students were unable to successfully complete.

**Motion By: Secretary of State**

**Seconded By: Attorney General**

**Vote: 3-0**

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**Comments:**

**Governor:** We'll move to agenda item number 3 which is the approval to accept a settlement for the Department of Education.

**Clerk:** Thank you Governor. Item number 3 is a request from the Department of Education to approve a settlement with the University of California, Los Angeles, Smarter Balanced, which will fully resolve a contract breach regarding the administration of the 2014-2015 Criterion Referenced Test (CRT). There is no cash coming to the State in this settlement. The settlement provides goods and services from Smarter Balanced estimated at a value of \$1,801,895 and includes: a credit of \$996,895 towards the 2015-2016 membership fees payable to Smarter Balanced; studies funded by Smarter Balanced to evaluate the quality and performance of the open source testing system, as well as Nevada's data to determine the validity of the 2015 CRT Scores of Nevada students; a development by Smarter Balanced of a statement of work to procure enhancements to the test delivery system for consistency with the appropriate standards of quality and performance; and support from Smarter Balanced to the Clark County School District. There are representatives from the Department available to answer any questions the Board may have.

**Governor:** Good morning gentlemen. Excuse me for one moment, Mr. Attorney General, did I hear that you just called in?

**Attorney General:** Thank you Governor, yes I'm on.

**Governor:** And then, those of you who are providing testimony, if you make sure that you speak directly into the microphone for the Attorney General's benefit, I would appreciate it. Please proceed.

**Roger Rahming:** Good morning, for the record, my name is Roger Rahming. I'm the Deputy Superintendent and to my left is Greg Bortolin. He is the Public Information Officer for the

department. Just a little historic perspective. During spring of 2015 after realizing irregularities, the department placed both Smarter Balanced and Measured Progress in breach for the inability to fulfill the terms of the contract to perform Criterion Reference Tests for 2014-15.

Measured Progress was the third party vendor responsible for implementation, operation and delivery. Smarter Balanced was responsible among other things for test content and a delivery platform to support the testing. The State settled with Measured Progress and I believe that was approved in October of last year, for \$1,299,021. This included a similar type of structure. A fee reduction and services provided. As Mr. Wells mentioned, this again is similar with a fee reduction of \$996,895 and valued services at \$805,000.

For this cycle, Measured Progress was replaced by Data Recognition Corporation and to my left, Greg would like to speak to some of what happened for this next cycle or this last cycle which was 2015-16.

**Greg Bortolin:** For the record, Greg Bortolin. I get the good news here. I think the settlement is good news. It's really important to point out as we lay some context that our assessment team thoroughly reviewed what happened last year. We had a really good experience with the vendor that Roger mentioned, Data Recognition Corporation.

Part of that assessment effort before the testing even started was a statewide effort to do stakeholder engagement. We had sessions throughout the state with the testing directors, administrators, teachers and even some students participated in this. Good things happened. It's also important to point out, this is the first time we had a computer adaptive test. More than 200,000 students in grades 3-8 successfully completed the Smarter Balanced Assessments in English, Language Arts and Math. Additionally, there were another 70,000 in grades 5 and 8 that took the Science exams online. Grade 10 science was the only test in this last period that was on paper and pencil.

Also coinciding with this for the first time was our end of course examinations which replaced the high school proficiency exams. Those numbers, I'll try to keep this brief, but those numbers are really important to just kind of point how many people took the test. We had 22,000 that took English Language Arts 1, 19,000 English Language Arts 2, 38,000 Math 1, 33,000 Math 2. 713 in Math and 628 in Math 2. Again, these are just fantastic numbers. In light of what happened the previous year, really, really good news. A real good partnership with the districts throughout the state.

Finally, I'm anticipating a question here. There were perhaps five issues that we had during the entire testing process where a vendor or that were vendor related issues. The problems that cropped up, everything was fixed within an hour. I think we had one issue where the testing process was down for about an hour and a half. There was no data or responses lost.

Again, huge step forward in giving our teachers and our parents excellent information and making our state career and college ready. So, good news.

**Governor:** Thank you. It is good news. I don't want to bring up what happened in '15. Obviously, we all know that was a disaster. A lot of kids were affected. It almost put some federal funding at risk because of our ability. That is water under the bridge now. You did anticipate one of my questions which was, this last spring that everything went smoothly.

**Greg Bortolin:** Yes.

**Governor:** It's one of those situations where frankly no news was good news. As part of the settlement, something that was important for me as well was that the entities that were responsible for this took full ownership of it because this frankly did not happen at any fault of the Department of Education, at any fault of respective school districts. The people that got hurt were the kids. I'm looking forward now and as I said, this is a good signal of what we expect as we move forward.

The other question that I had is, perhaps make in more real terms the benefits of the settlement to the State. What are we going to see that we wouldn't have otherwise seen above and beyond monetary savings?

**Roger Rahming:** For the record, Roger Rahming. A lot of the valued services that they provide was to go through their system and look at the open source and to assure that it was scalable so they could accommodate a state of our size. This is Smarter Balanced. Again, that's an open source platform. The idea was if they had this piece that was scalable we could use someone else to administer. It gave the state flexibility. We have a very good relationship with UCLA, Smarted Balanced at this time; so again, it was providing flexibility that we would be saddled with two of the very large vendors and really at their beckon call. This is a state-of-the-art type of system. They've gone through and fulfilled the requirements of the valued services and at that point, we could employ or deploy those if we wished with a different type of implementation vendor. It really provides us with some flexibility in the future.

**Governor:** If I'm a student, I have the same experience whether I'm taking this test in Austin, Nevada or if I'm taking this test in Las Vegas, Nevada.

**Roger Rahming:** For the record, Roger Rahming. That's correct.

**Governor:** Okay. I'm trying to think if I have anything else. If I do, I'll ask later. I'll go to Madam Secretary, Mr. Attorney General, do you have any questions?

**Attorney General:** No questions, thank you.

**Secretary of State:** Governor, this is Barbara Cegavske. The only question I have and maybe this is something we can discuss offline but are we still doing the CRT testing? I thought we were only doing ACT, so I guess I'm confused. Which one are we currently doing, or are we going to continue to do the CRT testing?

**Greg Bortolin:** Greg Bortolin for the record. We are doing Smarter Balanced and that is the CRT. And ACT is Grade 11.

**Secretary of State:** But we're doing both, we're paying for both?

**Greg Bortolin:** Yes. It's a statutory requirement.

**Secretary of State:** All right, I guess I'll talk offline more about this. I have some concerns. Governor, I know during one of the session education meetings, we talked about the difference between the ACT and CRTs and we thought that the ACTs were a better form of testing. I guess I'm just curious as to why we're still doing the CRTs when we did, at least during discussions during the sessions had issues with the CRT testing.

**Roger Rahming:** Roger Rahming for the record, for a little clarification. ACT is focused in on a specific grade. I believe that's Grade 11. The criterion test is for other grades. Again, the ACT would be covering one grade and the others would be covered by Smarter Balanced.

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

**Governor:** I suppose you would anticipate this question, speaking of the ACT. We didn't perform anywhere near where we had hoped. I don't know if you have any observations on that.

**Greg Bortolin:** The ACT was something that two years ago, the Board of Education instituted to boost our college going rate. This is only the second year that we have administered the ACT for both 11<sup>th</sup> grade classes. It's important to point out that in the past, prior to the state's requirement, I was looking at these statistics yesterday, we had about 40% of our students taking the ACT. For those motivated students, they finished with a composite score of about 21, which would rank Nevada at about 25<sup>th</sup>, right at the middle of the pack in the nation.

When the ACT moved to a requirement for graduation, now you have this issue of many unmotivated test takers. I think the culture shift needs to be, maybe doing a better job of communicating to these students the importance of the ACT. I think you really have to dive into the data a little bit to look at the difference between motivated and unmotivated test takers.

**Governor:** It's not really an apples to apples comparisons with other states because other states don't require 100% of their 11<sup>th</sup> graders.

**Greg Bortolin:** Only 10 states require the ACT as a graduation requirement. We're one of those 10 states.

**Governor:** Which is a good thing.

**Greg Bortolin:** Yes, I agree.

**Governor:** I think it does give a better sense of where we are, but as I said, in other states, there are only as you call them, those motivated test takers that are taking the ACT. I think in defense of Nevada, it's more rigorous for all the students to take that. Certainly, that's not being defensive. I think we need and should do better. I think we will. Go ahead.

**Greg Bortolin:** One of the comments that the Superintendent of Public Education, Steve Canavero mentioned yesterday is that the ACT test is not aligned to our curriculum either. The ACT is a rigorous requirement that is—you know, we're not teaching to that test, nor do we teach to any test, so that's also a factor. This is brand new. This is really a baseline. I'm confident. I know that Washoe County put out a statement at the end of the day expressing how important they believe this is as well. I think in time, it will get better.

**Governor:** Before I take a motion, any other questions or comments from Board Members? If there are none, the Chair will accept a motion to approve the acceptance of a settlement by the Department of Education in the amount of \$996,895, as described in agenda item number 3.

**Secretary of State:** So moved.

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

**Attorney General:** I can second, Governor.

**Governor:** Thank you Mr. Attorney General. The Attorney General has seconded the motion. Any questions or discussion on the motion? Hearing none, all in favor say aye. [ayes around] That motion passes 3-0, thank you gentlemen.

**\*4. FOR POSSIBLE ACTION – APPROVAL OF A SETTLEMENT IN THE FORM OF A CONSENT DECREE**

Pursuant to Article 5, Section 21 of the Nevada Constitution, 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 – Consent Decree including a \$120,000 fine**

The department requests settlement approval in the form of a consent decree including a \$120,000 fine to settle a complaint to be filed with the United States District Court for the District of Nevada by the United States Environmental Protection Agency and the Department of Conservation and Natural Resources, Division of Environmental Protection alleging that NDOT violated Section 301(a) of the Clean Water Act, 33 U.S.C. Section 1311 (a), by discharging pollutants in stormwater.

**Motion By: Attorney General**

**Seconded By: Secretary of State**

**Vote: 3-0**



## Comments:

**Governor:** Agenda item number 4 which is the consideration for approval of a settlement in the form of a consent decree, Department of Transportation. Mr. Wells.

**Clerk:** Thank you Governor. Item 4 is a request from the Department of Transportation (NDOT) to approve a proposed settlement in the form of a consent decree in response to a complaint to be filed by the US Environmental Protection Agency (EPA) and the Nevada Division of Environmental Protection (NDEP), alleging violations of the Federal Clean Water Act. The consent decree includes compliance requirements and reporting, as well as a fine of \$120,000 to be split equally between the EPA and NDEP. NDOT may request the consent decree be terminated by December 31, 2018 or when NDOT has completed the compliance requirements contained in the consent decree. There are representatives from the Department of Transportation as well as the Division of Environmental Protection, available to provide additional details and answer any questions the Board Members may have.

**Governor:** Thank you Mr. Wells. Good morning gentlemen. I know we're here for the settlement, but for context, I think it's really important to talk about where we were and how far we've come and then talk about the settlement, so please proceed.

**Rudy Malfabon:** Thank you Governor. For the record, my name is Rudy Malfabon. I'm the Director of Nevada Department of Transportation. With me is Dave Gaskin, our Deputy Director for Storm Water and Dave Emme from Nevada Division of Environmental Protection. The consent decree settles the complaint to be filed with the District Court by the US EPA and the Nevada Division of Environmental Protection. The Department makes no admission of law or fact with respect to the complaint; however, I believe that it's an unprecedented accomplishment resulting in a culture change at NDOT. Our goal was to comply with the Clean Water Act, which has been in place for several years as the rule of law in the nation. But also, to take steps to avoid a substantial civil penalty by setting up a robust Storm Water Management Program at the department.

The US EPA conducting audits of all State DOTs nationwide, as far as their water quality programs. NDOT was one of the last states to be audited back in 2011. It was a while ago that they actually conducted the audit and issued the final report in mid-2012. Some State DOTs received large civil penalties for non-compliance of the Clean Water Act. While this settlement includes a \$60,000 to U.S. EPA and \$60,000 from NDOT to NDEP and some of that could be cash or in kind with other elements like labor.

This pales in comparison to what other states received in the worst case, such as Hawaii DOT. They had a \$1,000,000 penalty and had to make obligations to \$51,000,000 for mitigation efforts to get into compliance with the Clean Water Act. Some states received substantial penalties. This puts it in context, a \$60,000 penalty to US EPA versus what could've been millions of dollars in penalties.

I believe that we showed US EPA that we took compliance with the Clean Water Act seriously. NDOT staff in Planning, Environmental, Engineering, Construction and Maintenance units have been trained on proper administration, documentation and reporting of our efforts to manage storm water. Our communications staff has developed an effective public outreach and education program so the public can understand their role in reporting any illicit discharges. An illicit discharge is where pollutants can enter our right-of-way and possibly get in the storm drain system and find their way to bodies of water, such as rivers, Truckee River, Pyramid Lake, and Lake Tahoe. We want to do our part to keep those water ways clean and free of pollution.

With the support of you Governor, our Legislature did approve a supplement amendment to our budget request last session, which provided a substantial amount of staff and equipment so that we can properly maintain and administer a robust storm water management program. We also were granted enforcement authority by the legislature to address illicit discharges that are by other parties where pollutants get into our right-of-way and our roadways.

Thank you Governor for your personal attention and involvement in this. I know that you talked to the US EPA Administrator and the Regional Administrator on our behalf. I know that the Nevada Division of Environmental Protection and Leo Drozdoff at the Department of Conservation and Natural Resources (DCNR) were really helpful to us as we got through this with US EPA and entered into the negotiations. Also, the Attorney General's Office, our Chief Counsel Dennis Gallagher was very helpful to us in getting through this settlement.

Especially, I wanted to thank you Governor, your general counsel, Joe Reynolds. He was very helpful. Pushed back when he felt that we needed to be firm with the US EPA on those negotiations. Really was helpful in reaching, I think, what is a good settlement for the State of Nevada.

I have Dave Gaskin with me. He was formally with the Division of Environmental Protection and he can respond. As a new Deputy of the Storm Water Program at NDOT, he can respond to some of the technical matters that are contained in the consent decree. Obviously Dennis Gallagher is here to respond to any of the legal issues.

It is a good settlement for the state. We avoided a multi-million dollar penalty. And, we've taken advantage of the situation by having the staff to set up a robust program so that we can be in compliance with the Clean Water Act. We've taken proper steps and I think that we're on the right track.

**Governor:** Thank you Mr. Director. I appreciate all of your hard work as well. I do have some comments, but I want to make sure that Mr. Gaskin or Mr. Emme had an opportunity to make their presentations as well. I would like, if you can, not word by word, but take us a little bit more through the consent decree and what it does.

**Dave Gaskin:** For the record, Dave Gaskin, Deputy Director, NDOT. What the consent decree does is, EPA laid out the elements of what they considered would be a compliant and successful and sustainable Storm Water Program. As Rudy mentioned, EPA did go through this process

with many other State Departments of Transportation. They recognized that the Storm Water Program was developed, really focused at municipalities, not transportation agencies. Municipalities have a discreet area they control. They have regulations that control their property and it's a contained area. Unlike a Department of Transportation which has thousands of miles of linear property. It's a very different situation.

In this case, I think we're quite proud of the progress that we've been able to make. The State of Nevada was able to convey to EPA a level of confidence that allowed them—allowed EPA to have flexibility. As we went through the consent decree, it started out at over 60 pages and as we went through our negotiations and demonstrated the commitment of the State of Nevada to building their program in a very robust and conscious way. EPA took a lot of those consent decree requirements out of that document and placed them in the permit with NDEP; which is, we think a much better arrangement because we have a very good working relationship with NDEP. They're the ones who actually issued the Storm Water Permit. We're right across the street and work very well together. I think that was a good thing to reduce the amount of EPA oversight.

Really, the basic elements in the consent decree are developing all the sub-programs. As Rudy mentioned, the public outreach, the training and education, all of the plans necessary to oversee construction and maintenance activities. We have a lot of compliance inspectors and an enforcement policy to ensure that our program is properly run and that we maintain compliance with our permit and with the Clean Water Act.

Basically just want to summarize that we have come a long way with your help and with the cooperative nature of this process. So, very pleased with where we're at and look forward to moving ahead in the future. Thank you.

**Governor:** Thank you Mr. Gaskin. Could you make it a little more real? In terms of what was happening before. We've ramped up and hired 50 plus people. We've bought trucks. We're doing construction projects as we speak that all incorporate the protection of the storm water, frankly just water, which is in my humble opinion our most precious natural resource that we can have in this state. Give a little more context of why we got to this place in the beginning.

**Dave Gaskin:** Dave Gaskin for the record. The initial permit from NDEP was issued in 2004 and at that point, NDOT had an environmental program but very limited focus and resources on storm water and water quality. Lake Tahoe began accelerating during that period and I think NDOT has done an excellent job at focusing on Lake Tahoe. However, the rest of the state is subject to storm water requirements as well and that was lacking. EPA noted that, as they noted with most other State DOTs. It's not their primary mission and goal and it's difficult for them to obtain and allocate resources to those priorities, such as water quality. It did take a big evolution in the department and it took the legislative action, really increasing the budget to give NDOT the resources. The money for equipment, it was \$13.1million allocated to build the storm water program in FY '16 and '17. 59 total new positions that were approved for the storm water program, which is really significant. That's something that other states, as I talked to Arizona

and Utah, Washington—other states don't have the resources we were granted to really build a substantial, sustainable program.

We have come a huge distance. The level of confidence at EPA is enormous. I was there last week meeting with them. They're looking forward to the results of this meeting. It really changes the nature of the working relationship when we show them Nevada is committed to building such a compliant and responsible program, it's a very positive thing.

**Rudy Malfabon:** Governor, Rudy Malfabon for the record, if I might add in response. Just to give some context, prior to that 2011 period when EPA audited us, we had one person in our environmental section that was dedicated to the Storm Water Program. You can imagine the immense pressure on that one individual to try to get everybody doing their role, their part in managing that program. I think we've come a long way.

The 59 positions that Dave mentioned, 42 new positions and 17 to be repurposed through attrition. That's a huge step in the right direction to manage our program properly. Some of those positions are in each of the three districts. Down in Las Vegas, here in the Reno area and also up in Elko, to maintain the storm water system. We've done a lot of mapping. We recently completed the mapping of all of our pipes and inlets so that we know where water is coming from, where it's going to. Also, the projects that we've been doing—there are projects up in Lake Tahoe that are improving water quality substantially. We're going to continue doing those types of projects with the storm drain system, but also in our facilities, our maintenance facilities are very old.

In the case of Reno, the EPA saw that the storm drain system dumped out to the Truckee River and that was something that we addressed and isolated that system so that water can be treated and then dumped into the proper drainage system that gets into the sewer system basically. It can be treated and then released. Not right directly into the river. We're doing those types of projects in our facilities. We did the Carson City yard recently and did the same improvements up in Elko at that maintenance station. Systematically we're going to do these maintenance stations and do those improvements. That's just a snapshot of what NDOT has been doing to show EPA that we take this seriously.

**Governor:** Thank you. That's what I was looking for. We learned a lot in this process. I think that the quality of life is going to be better for it. There have been other water issues nationally. It's important that the people of this state have confidence and don't have to worry about the quality of the water that comes out of their tap. This is one of those things, this is the water that's coming off the roads, and it's coming off those maintenance yards that go into the drains that eventually end up in one of our water supplies.

As I said, I think it's really important that we did what we did. It is important for context, that we were looking at multi-million of fines. Honestly, we could do better and we have done better. We have to make that type of investment into this precious resource. This has been a long time coming. I want to compliment you and Mr. Gaskin and everyone at NDOT and everybody that was involved in getting this done. At the end of the day, as you said, some of these states are

having to pay, write checks to the government. We are \$60,000. That other \$60,000 is going to our own NDEP. Not only have to minimized, I think to a fraction of what the exposure could've been to the state, but we have developed a process and an infrastructure to ensure the quality of water for many decades to come.

To me, this is a really big day and an important settlement for the state. It really sends a message, not only to the people of this state but to the people nationally, that Nevada cares about the quality of its drinking water and the quality of its water supply. This is going to be something that we did just to make the EPA go away. This was an investment in the people of our state. So, I really do appreciate all of your hard work. Leo is not here, Leo Drozdoff, but I'd like to publicly acknowledge Leo as well, for his hard work. Joe Reynolds in the Governor's Office for his interaction. Unfortunately, this gentleman is no longer working with the EPA but Jared Bloomenfeld, who was the District 9 Director. I met with him on many occasions. They really could've brought the hammer down on Nevada in a big way. Frankly, it would've been justified in doing so and was very patient with our state in terms of our processes and the legislature and building that budget and building those positions and recruiting the employees and the right employees to put in place so that we could get to where we are today. I wanted to publicly acknowledge him as well.

With that, is there any further presentation? Mr. Emme, I'm not sure if you had anything you wanted to contribute. You're good, all right. Questions from our other Board Members, Mr. Attorney General and Madam Secretary.

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

**Governor:** I just want to make sure I'm going to ask for the right motion. The motion would be for approval of a settlement in the form of a consent decree including a \$120,000 fine, but again, \$60,000 goes to the Nevada Department of Environmental Protection and the other amount goes to the Environmental Protection Agency.

**Attorney General:** Move to approve.

**Governor:** Attorney General has moved for approval. Is there a second?

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

**Governor:** Second by the Secretary of State. Any questions or discussion on the motion? Hearing none, all in favor please say aye. [ayes around] That motion passes 3-0. Congratulations gentlemen, thank you and best of luck as we move forward.

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

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

The division is requesting Board of Examiners' approval of the following provider agreement forms to enable them to enter into an agreement with providers for specialized mental health and assessments for children and families:

- Case Managers for face to face out of state visitation

**Motion By: Attorney General**

**Seconded By: Secretary of State**

**Vote: 3-0**

**Comments:**

**Governor:** Agenda item number 5 has been withdrawn.

**\*6. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A CURRENT AND/OR FORMER EMPLOYEE**

**A. Office of the Attorney General – Bureau of Consumer Protection**

Pursuant to NRS 333.705, subsection 1, the Office of the Attorney General – Bureau of Consumer Protection requests authority to contract with Mr. Jon F. Davis. Mr. Davis is a Sole Proprietor and will provide expert witness, technical expertise, and analysis for electric and gas utilities. **This item relates to contract number 3 in exhibit 2.**

**B. Department of Motor Vehicles**

Pursuant to NRS 333.705, subsection 1, the department requests authority to contract with Mr. Ramchander Giri who is employed by Tech Mahindra Company. Tech Mahindra was recently awarded the System Modernization contract. Mr. Giri will be supporting the project as a business analyst.

**C. Department of Public Safety – State Fire Marshal's Office**

Pursuant to NRS 333.705, subsection 1, the division requests to contract with Marshall D. Larson for part-time plans examiner services on an as needed basis.

**D. Department of Transportation (NDOT)**

1. Pursuant to NRS 333.705, subsection 1, the department requests authority to contract with Mr. Michael Heit for a period not to exceed 24 hours per week over 18 months. Mr. Heit will collect data, ensure the data collection jobs are run, and ensure systems are performing as expected. He will also be the IT liaison between attorneys, outside counsel and the NDOT IT department.



2. Pursuant to NRS 333.705, subsection 1, the department requests authority to contract with Mr. Thomas Regenhard and Mr. Michael Bridges who have contracted with the prime consulting firm, CA Group. CA Group is currently under agreement to perform final design for the SR160 Phase 2 project. CA Group is proposing to use Mr. Regenhard and Mr. Bridges as Independent Constructability Reviewers on the project.
3. Pursuant to NRS 333.705, subsection 1, the department requests authority to contract with Mr. Roberto Funcion and Mr. Jesse Goulart who are employed at Aztech Inspections and Testing, LLC. Aztech is currently under agreement with NDOT to provide the Construction Crew Augmentation Testing services for Project NEON. Aztech is proposing to use Mr. Funcion and Mr. Goulart as material testers.

**Motion By: Attorney General**

**Seconded By: Secretary of State**

**Vote: 3-0**

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**Comments:**

We'll move to agenda item number 6 which is Authorization to Contract with a Current and/or Former Employee. Mr. Wells.

**Clerk:** Thank you Governor. Item 6 includes six requests to contract with current and/or former employees pursuant to NRS 333.705, Subsection 1. The first request is from the Office of the Attorney General, Bureau of Consumer Protection to contract with a former Public Utilities Commission employee who will provide expert witness technical expertise and analysis for electric and gas utility matters. This item is related to contract number 3, under agenda item 9.

The second request is from the Department of Motor Vehicles to contract with a former Secretary of State employee who is now employed by Tech Mahindra, the vendor who is implementing the DMV System Modernization project.

The third request is from the Department of Public Safety, State Fire Marshal's Office, to contract with a current employee who will be leaving state service for personal reasons. The contractor will provide fire and non-structural plan review services for billing projects permitted by the State Fire Marshal, for 10-16 hours per week during peak workload periods at a proposed rate of \$45.00 per hour using the Manpower Master Services Agreement.

The fourth request is from the Department of Transportation to contract with a former IT Professional who retired from state service in January 2016. The contractor will manage the Department's electronic discovery system and collect documents for evidence to support the Attorney General's Office and outside counsel representing the Department in litigation in support of Project NEON. The Department is proposing an hourly rate of \$75.00 using the State Master Services Agreement on a part-time basis for 18-24 months.



The last two requests are also from the Department of Transportation. These will contract with four former employees who have retired from or left state service and are working for companies under contract with the Department. These former employees had no influence of authority over the procurement process for the contracts that they are working on.

**Governor:** Thank you Mr. Wells. These are all straightforward for me. Board Members any questions?

**Secretary of State:** None.

**Governor:** Okay, if there are no questions, the Chair will accept a motion to approve the authorization to contract with a current and/or former employee as described in agenda item 6A, B, C and D.

**Attorney General:** Move to approve.

**Governor:** Attorney General has moved for approval. Is there a second?

**Secretary of State:** Second Governor.

**Governor:** Second by the Secretary of State. Any questions or discussion on the motion? Hearing none, all in favor say aye. [ayes around] Oppose, no. That motion passes 3-0.

**\*7. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A CURRENT AND/OR FORMER EMPLOYEE**

**A. Department of Health and Human Services – Public and Behavioral Health**

Pursuant to NRS 333.705, subsection 4, the division seeks a favorable recommendation regarding the division's determination to use the emergency provision to contract with Natalie Reavy from May 16, 2016 through September 30, 2016 and Jacquelyn Bonde from November 30, 2015 through September 30, 2016 who are current or former graduate assistants or student workers of the Nevada System of Higher Education.

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

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**Comments:**

**Governor:** Let's move on to agenda item number 7 which is another authorization to contract with a current and/or former employee, Mr. Wells.

**Clerk:** Thank you Governor. Pursuant to Subsection 4 of NRS 333.705, an agency may contract directly without obtaining Board of Examiners approval if the term of the contract is for less than four months and the head of the agency determines an emergency exists. If the agency uses an

individual pursuant to this exception, they must submit a copy of the contract and a description of the emergency to the Board of Examiners for review and request that the Board determine whether or not they would have approved the contract had it not been entered into under the emergency provisions.

There are two requests from the Department of Health and Human Services, Division of Public and Behavioral Health seeking a favorable recommendation from the Board on their use of the emergency provisions to contract with a former employee. The division is contracting with two current or former graduate assistants or student workers of the Nevada System of Higher Education to provide various services throughout the division. One of them started May 16, 2016. The other started November 30, 2015, without the division first obtaining Board of Examiners approval.

The division is requesting review and determination of whether or not the Board of Examiners would've approved the agency to contract with these individuals and is also requesting to continue employment with them beyond the four month emergency period through September 30, 2016.

There are representatives available to answer any questions the Board may have.

**Governor:** This is an issue we've encountered and approved many times. I have no questions. Only that, I'm hopeful we can have a legislative fix so this doesn't keep coming up. As I've said previously, we want to encourage our students to be working in our system. Hopefully they'll stay when they graduate or obtain their degrees. I have no further questions or comments. Board Members?

**Secretary of State:** Move to approve Governor.

**Governor:** Thank you Madam Secretary. The Secretary of State has moved to approve the authorization to contract with a current and/or former employee as described in agenda item number 7, is there a second?

**Attorney General:** Second.

**Governor:** Second by the Attorney General. Any questions or discussion on the motion? Hearing none, all in favor say aye. [ayes around] That motion passes 3-0.

## **\*8. FOR POSSIBLE ACTION – LEASES ([Attached as Exhibit 1](#))**

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

**Motion By: Secretary of State**

**Seconded By: Attorney General**

**Vote: 3-0**

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**Comments:**

We'll move on to agenda item number 8, Leases. Mr. Wells.

**Clerk:** Thank you Governor. There are six leases in Exhibit 1 for approval by the Board this morning. No additional information has been requested by any of the members.

**Governor:** I have no questions. Board Members? Is there a motion for approval?

**Secretary of State:** So moved.

**Governor:** The Attorney General has moved to approve the leases presented in agenda item number 8. Is there a second?

**Secretary of State:** I second.

**Speaker:** [off mic]

**Governor:** Did I?

**Speaker:** You said Attorney General.

**Governor:** Well I either demoted you or promoted you, I'm not sure which Madam Secretary. So, excuse me for that. The Secretary of State has—did you move—

**Attorney General:** She moved first.

**Governor:** Okay, the Secretary the State has moved for approval.

**Attorney General:** And I second.

**Governor:** The Attorney General has seconded the motion. Any questions or discussion? Hearing none all in favor say aye. [ayes around] That motion passes 3-0. I apologize for that Madam Secretary.

**\*9. FOR POSSIBLE ACTION – CONTRACTS ([Attached as Exhibit 2](#))**

Sixty independent contracts were submitted to the Board for review and approval.

**Motion By: Attorney General**

**Seconded By: Secretary of State**

**Vote: 3-0**

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**Comments:**

**Governor:** We'll move to agenda item number 9, Contracts. Mr. Wells.

**Clerk:** Thank you Governor. There are 60 contracts listed in Exhibit 2 for approval by the Board this morning. Members have requested additional information on the following: Contract number 1 between the Attorney General's Office and the Washoe County Sherriff's Office, Number 15 between the Department of Administration, Division of Enterprise Information Technology Services and Aviat US, Inc. An overview of contracts 18-38, as well as related contract number 20 under agenda item number 11, which are between the Department of Health and Human Services, Division of Healthcare, Finance and Policy and Local Hospitals. Contract number 47 between the Department of Conservation and Natural Resources, Division of Environmental Protection and the US Geological Survey. Contract number 49 between the Department of Business and Industry, Real Estate Division and Micropact Global Inc. An overview of contracts 51-58 between the Department of Employment, Training and Rehabilitation and the Local Workforce Training Providers.

**Governor:** Thank you Mr. Wells. We'll begin with contract number 1. Please proceed.

**Wes Duncan:** Good morning Governor, Madam Secretary and Mr. Attorney General. For the record, my name is Wes Duncan; I'm the First Assistant Attorney General. Governor, I just wanted to provide you and the Secretary and the Attorney General just a quick overview about what this contract entails and also the State's efforts to address the sexual assault kit backlog that's been in the State. In particular, Governor, this contract is between our office and the Washoe County Sherriff's Office, specifically the Forensic Science Division.

If you'll recall, in December this body approved use of a settlement that came through our Bureau of Consumer Protection to use \$1.7 million of settlement money towards addressing the rape kit backlog. As well, there was a grant that was awarded to the Metropolitan Police Department here in Southern Nevada, as well as another grant that was awarded to the State of Nevada to be used to address the backlog.

Currently in Northern Nevada, there are around 1,100 untested sexual assault kits. With this approval of this money today, Governor, there will be about 610 kits that will be tested with this money. There's another 230 that were sent to the FBI Crime Lab that will be tested, leaving us with about 290 or so kits that will need to be tested into the future. The Washoe County Sherriff's Office is anticipating that they will be able to use this money in a manner consistent with this agreement that will terminate this agreement at the end of 2018.

They ended up contracting with Sorenson Lab that's in Salt Lake City for about \$675 a kit which is a highly reduced number. It's a great rate for them. Typically sexual assault kits, to test them, can cost around \$1,500. So this is a great rate for them. The Metropolitan Police Department is going to anticipate getting through about 6,500 which is the entirety of their backlog. They hope to be able to get through all of their kits by the end of 2018.

Currently there's been about 1,600 kits that have already been sent to a lab, a crime lab in Virginia to do the analysis at a rate of about \$645 a kit. So far about 290 of those kits have been returned. There's been about 120 combined DNA index system entries, CODUS as it's more commonly known. There's been about 44 hits already of people that have already been in the system who have shown up in those sexual assault kits.

I stand ready for any questions if anybody has any about them. We're certainly excited that the money that's been used towards addressing this statewide problem. So far it's been all non-taxpayer dollars. We look and are excited about continuing to look for creative ways to continue to address the sexual assault kit backlog using funds for that purpose.

**Governor:** Thank you Mr. Duncan. I appreciate your presentation. I have no questions but I just wanted to compliment you and the Attorney General and the Office. This is incredibly important public service and something that's essential to our criminal justice system in bringing individuals to justice. The fact that we can have that investment and get this done and get current on all these tests is great for the people of our state. Again, my compliments to all of you for making this happen. I'm sure Mr. Attorney General, you have some comments?

**Attorney General:** Thank you Governor. Just to follow on that, as the numbers that Mr. Duncan laid out, we're now just a few hundred short of the 7,500 kits statewide when we embarked on this process. We're working on finishing that off, thankfully, it's just a small amount. Again, we hope to try to get through all these kits by the end of 2018.

As it's shown with this first pile of testing, there are 44 hits. That's the purpose of states in the past number of years that have really gone after these backlogs is even though you have stale kits laying around for a variety of reasons that were not tests, one, obviously is to bring justice to those that were victimized, but most importantly, having a policy of trying to test all of these kits. Even if people don't necessarily want to proceed in this process, it's important for the State to test them because once you get these positive hits, especially in places like Las Vegas and Reno, you don't know whether people are being transient in nature and we're dealing with serial rapists and sexual assaulters.

Great work by Washoe County Sheriff's Office that has devoted a ton of time helping work through this process. Their lab as well as Metro and the Metro Lab folks that really got this process started a few years ago and set us up for success once we kind of all got on one page to try to charge this. That's all Governor, thanks.

**Governor:** Thanks. Madam Secretary, any questions or comments?

**Secretary of State:** I'd like to make a comment Governor, thank you. And thank you for your words. I echo everything that you've said. I've been watching this in the paper as it's unfolded. I also want to commend Mr. Duncan and our Attorney General for going in here and making that a priority for the Office. I'm very grateful.

My only question, if I could, I just wondered what the—it says, it's 100% Chase Settlement funds. I didn't hear much about that and if that's something you want to discuss offline, that's fine but I was just curious what those settlement funds were. I assume it's Chase Bank?

**Wes Duncan:** That's correct. For the record, Wes Duncan. That's correct, Secretary Cegavske. Our Bureau of Protection had a settlement with Chase Bank under the Deceptive Trade Practices Act in the statutes in NRS 598, pursuant to our agreement with Chase, in the settlement agreement they were able to allow us to use settlement funds in the language of that agreement to be used for the purpose of testing rape kits. That was an agreement that we made upfront with them.

Then, pursuant also to 598.0975, the Interim Finance Committee (IFC) had to approve that the settlement funds could be used for that purpose. They approved that at IFC and then it came before this body last December to be used for those purposes.

**Secretary of State:** Great, okay. Just a recap, so I do appreciate that very much. Again, congratulations on what you're doing. I'm very pleased to hear the success. The date that we'll have it completed I think is also to be commended. I know this is not a short process. It's a very long process. Thank you. Thank you Governor, for allowing me the time.

**Governor:** Thank you Madam Secretary and thank you Mr. Duncan. We'll move to Contract number. 15. [pause] Good morning. I had asked for this one to be held out simply to help explain what it actually does and is. It says, replace the existing microwave backhaul network which updates the system to meet the requirements of an internet protocol, multiprotocol labeling system network that will facilitate redundancy, traffic prioritization, dynamic routing and quality of service in addition to supporting legacy circuits and systems. I'm the first to admit, I'm not a tech guy. If you could explain it in more simpler terms.

**Patrick Sheehan:** Good morning. For the record my name is Patrick Sheehan. I am the manager of Network Transport Services within Enterprise IT Services Division. I'll try and be brief. This contract replaces all of the end of life microwave equipment that currently carries our public safety radio system, the Nevada Shared Radio System. This system was upgraded to digital starting back in 2000 and we finished that upgrade in 2006. Much of that equipment is now end of life and requires replacement. This contract goes through and replaces all of that equipment, just the electronics at 82 sites statewide.

**Governor:** This is perhaps a little off subject but the work, I mean, this is a \$10million contract, granted over 10 years, but will it be compatible, because we're going to be updating and perhaps changing the communications system for DPS as well as NDOT and the other affected entities.

**Patrick Sheehan:** For the record, Patrick Sheehan again. Yes, that's correct. This system will be compatible with NDOT's new system that will be going in place. They're working on it already I guess. It will be capable of transporting their new P25 Phase 2 System; I guess is what it's going to be. It will be compatible with that as well as backwards compatible with the existing system.

**Governor:** You know more than I do and I'm the Chairman of the Transportation Board. We're going to be hearing a presentation next month, I understand, on the proposed RFP for that communications system for NDOT.

**Patrick Sheehan:** Yeah, if I misspoke, I apologize.

**Governor:** No, I'm not trying to—it's not a gotcha. I'm just wondering—

**Patrick Sheehan:** There's been many platforms, of course, that have been explored for the system. Of course the P25 system is just one of those that is being explored.

**Governor:** So, this system has the ability to be compatible with several potential ones.

Patrick Sheehan: Yes, that's correct.

**Governor:** Okay. Any other questions from Board Members? That's all I have, thank you.  
[pause] Next are contract numbers 18-38, which are all related.

**Ellen Crecelius:** Good morning, I'm Ellen Crecelius, Deputy Director for Fiscal Services at Department of Health and Human Services (DHHS). With me is Jan Prentice. She's the Chief of Reimbursements, Analysis and Payment at the Division of Healthcare, Financing and Policy. And, Bonnie Long who is the ASO-IV at Medicaid.

These are multi-year, interlocal agreements which really are two different Medicaid supplemental payment programs which provide supplemental payments to providers to help improve access to care for any needy Nevadans.

The first one, number 18 is with the Board of Regents at the University of Nevada, School of Medicine. Under this one, basically what happens is the Board of Regents provides funding to Nevada Medicaid to help support supplemental payments to the School of Medicine. They provide a contribution which provides the non-federal share. We match those funds with federal dollars and provide supplemental payments to the School of Medicine. And the funding also provides some state savings, which can offset general funds elsewhere in Medicaid's budget for Medicaid medical expenditures.

There's a couple of reasons for these supplemental payments. First of all, we want to support the provision of services in that teaching environment and we want to improve the access to care to—for needy Nevadans to getting services in that environment.

How the program works; basically, Medicaid rates are typically lower than the Medicare rates and also lower than the rates that commercial providers pay. What we do is we calculate an enhanced Medicare rate. So we take the Medicare rate and we bump it up by a factor which takes into account those commercial rates. The amount of the supplemental payment is going to be the difference between this enhanced Medicare rate. That's the amount that we're paying as a supplemental payment.



Just for an example, in state fiscal year 2017, our projected amounts of contribution is about \$765,000. About \$700,000 of that is used to match with federal funds to make \$2,000,000 in supplemental payments and the state's savings is about \$50,000. This is really a win-win type situation. We help support the Medical School with supplemental payments. It improves access to care and the State gets a savings that we can then use for expenditures in the Medicaid budget, related to medical claims.

**Governor:** You don't have to go through every single one, but I think that's exactly what I was hoping you would talk about is, that formula is probably one of the most complicated ones I've ever encountered, but at the end of the day, it generates a tremendous amount of revenue for Medicaid, which obviously translates into a lot more care than we otherwise would've had. There's a lot of rural hospitals here. Can you talk a little bit about how that affects the patients and the people out in the outlying areas?

**Ellen Crecelius:** [off mic] Sorry that one is to benefit non-state owned public hospitals. What happens in that one is, we have eight public hospitals that participate. Clark County does participate but their contract is not part of what's on the agenda this time. The Hospital Districts or Counties provide the non-federal share. We match the funds with federal dollars and then we are able to make the supplemental payments. The state also gets a benefit from this one.

In this case, we're looking at the difference between the Medicare and the Medicaid rate for the amount of the supplemental payment. For fiscal year '17, the contribution was about \$37 million. \$27 million of it we're using as the non-federal share to get the match. We're making about \$76 million in supplemental payments to those eight hospitals. That really does provide a benefit to those hospitals. The state savings on this one is \$10 million. The hospitals are getting a substantial benefit from that \$76 million in supplemental payments.

**Governor:** I don't know what the simple math is, but it's quite the return on their dollar. Again, that translates into more care for these folks that may not otherwise get it out in those outlying areas. Just as importantly, as you say, it saves general fund money as well that we can invest in other places. I think we have this once a year and I always bring it up. I think it's important to know what's happening there and in terms of the savings to the taxpayers and the people of the State of Nevada but how it also allows for more care for the people who are patients or recipients or beneficiaries of this money. I know you kind of work in anonymity sometimes but it just was an opportunity for me to publicly thank you all for your hard work.

**Ellen Crecelius:** Thank you for your support.

**Governor:** Questions from other Board Members? Mr. Attorney General.

**Attorney General:** Thank you Governor. I just have one follow-up and basically ask you to repeat yourself because I just wasn't following. If we can use for example, number 19, where we're discussing the County Hospital District. Can you just explain, so we've got \$1.455 million who is giving who money here? Are there three parties involved and if so, if you could just kind of walk me through how the money is going around.

**Jan Prentice:** For the record, Jan Prentice for Medicaid. The non-federal share has to come from a taxing authority. The hospital districts provide that funding. Medicaid matches that with the federal money and it's paid back directly to the hospitals in quarterly payments.

**Attorney General:** This \$1.455 million is that coming in by way of this contract to DHHS?

**Jan Prentice:** Yes.

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

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

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

**Governor:** Thank you very much. Contract number 47, Department of Conservation and Natural Resources, Environmental Protection Industrial Site Clean-up. Good morning gentlemen, Mr. Emme. Please proceed.

**Dave Emme:** Thank you Governor. Dave Emme, Administrator of NDEP for the record. With me is Greg Lovato, Deputy Administrator with NDEP. This contract is a cooperative agreement with the US Geological Survey to provide basic hydrologic data collection that will help us with the investigation of perchlorate contamination, emanating from the BMI Complex near Henderson. Specifically, the USGS will install three additional stream gauging stations along the Las Vegas wash and conduct a study of groundwater seeps along the wash. The USGS is providing matching funds of \$90,000 over the five-year project period.

Funding from this contract is derived from the Nevada Environmental Response Trust, which holds settlement funds resulting from the Tronox Bankruptcy Settlement in 2011 and settlement of fraudulent conveyance claims related to Anadarko Petroleum in 2014. The trust funds can only be used to investigate and clean up legacy contamination, related to the former Kerr McGee Chemical Facility. That's an overview. With that I'd be happy to answer any questions.

**Governor:** I'm glad that the Attorney General brought this up because that was a massive settlement at the time. It didn't get a whole lot of attention, but will you remind me how much that was?

**Dave Emme:** The initial settlement with the Tronox Bankruptcy was for, benefitted the Nevada Environmental Response Trust to the tune of about \$82 million. Then subsequent to that, the Anadarko Petroleum in 2014 settlement was about \$1.1 billion.

**Governor:** As you briefly described, this money is within that trust account and can only be used for specific purposes.

**Dave Emme:** That's right Governor. It's earmarked for addressing legacy conditions resulting from contamination at the job site.

**Governor:** Mr. Attorney General.

**Attorney General:** That was it Governor, I was just looking for the overview, thank you.

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

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

**Governor:** All right, thank you. Thank you gentlemen. We'll move to contract number 49 which is Business and Industry. [pause] I'm going to save you guys some effort, the Attorney General said he has all his questions answered, so thank you very much. [pause] Then we have contract numbers 51-58. [pause] Good morning gentlemen.

**Dennis Perea:** Good morning. Good morning Governor, Members of the Board. For the record, my name is Dennis Perea, I serve as the Deputy Director for the Department of Employment, Training and Rehabilitation. In contract numbers 51-58, we really have two different sets of contracts. Items 51 and 52 are continuing funding for an apprenticeship program through the community colleges in Nevada. That program is intended to pass money to the community colleges to administer a program through union and non-union apprenticeship programs in the State and to provide college credit in certain instances.

With your indulgence Governor, I'd kind of like to point out that a couple of years ago, these contracts were held up at the Board of Examiners and there were some questions that were asked. I believe it was indicated to you, the Governor at the time that college credit was granted for all these programs. I did want to clarify that in a couple of instances, I believe three in the south and one program in the north, they were not receiving college credit. Director Soderberg has taken interest in these. We do believe that these contracts are doing good things. We do believe we need to continue them. In conjunction with your Workforce Office of Innovation at the Governor's Office and whatnot, we do believe, in the future there may be room for improvement of these contracts and these programs.

**Governor:** Thank you Dennis. I asked for these to be held out because I think you can appreciate how important they are to Workforce Development and what's happening in the state. I'm pretty sure I know the answer to this question but I wanted to make sure on the record that all of these are pretty nimble in terms of ensuring that they can move depending on what the demand is, with regard to our workforce. In other words, if we need more technology folks, these programs are nimble enough that we can put that money toward that, rather than perhaps training people into vocations that may not have a lot of openings. If you could provide some comments in that regard.

**Dennis Perea:** Sure. For the record, Dennis Perea. These apprenticeship programs are almost strictly in the construction industry as of now. A couple of years ago, I believe the question was, should we be training construction workers when we had, quite frankly, a pile of unemployed construction workers. The idea was to continue them because of the college credits and whatnot. Director Soderberg has talked about, in conjunction with your Office of Workforce Innovation

and the Labor Commissioner over at Business and Industry looking at these to see if we can actually broaden them and make them more nimble and actually see if we can help promote good apprenticeships within the state.

**Governor:** Thank you. I guess we're in a much better place now because now we do need that training in the skilled trades. I was at a ribbon cutting event at a newly opened business in Northern Nevada. I had the opportunity to sit down and speak with a gentleman who owned—who did all the electric work. He said he is really struggling to find certified electricians and that he's having to go out of state to get that done. Now I guess it's a lot better. I know I asked you this exact question, because I remember it, do we need more plumbers when there really wasn't much going on but now we actually do need more plumbers and electricians and all the other trades that go into the construction. We've made a lot of progress since then. I just want to make sure we're not locked into a training program that we may not need and that we have the flexibility to adjust to what those specific needs are.

**Dennis Perea:** Yes Governor, I believe that's correct. I know that Director Soderberg has taken a keen interest in these to make sure that, if we're advancing apprenticeships we're doing it the right way and spending money wisely on these. I believe we are doing good things with it. I do have Craig von Collenberg here from CSN with us, if you have any questions about how it's administered.

Just as a second note, if I may. One of the issues in managing this, it's not an issue with the program per se is that, with the implementation of the Workforce Innovation and Opportunity Act, it comes with a lot of strings and there was some conditions placed on the Governor's reserve money that we're using to fund these programs that it's going to make it more difficult for us to manage. Again, we'll work that out with your Office of Workforce innovation and see if we can come up with a stronger and solid program.

**Governor:** Actually, while you're here, what is happening over at CSN?

**Craig von Collenberg:** As far as—for the record, Craig von Collenberg, College of Southern Nevada. We've got a lot going on. As far as these programs go, just to clarify, they're with registered apprenticeships across the board, so at this point, anybody that is a registered apprenticeship that wants to work towards this funding and participate in this, we're open to anybody.

Quite frankly, we're working on the manufacturing training for Faraday Future and a few of the other companies that are coming in. Some of those have expressed interest in in-house apprenticeships. As long as they're registered with the State Apprenticeship Council then they would be open to these funds as well.

As far as these funds go, we're doing a lot of good things, I think. We have a great partnership with several different apprenticeships in all kinds of different trades.

**Governor:** Are you having success in placing your students? In other words, once they finish the program, are they going straight to jobs?

**Craig von Collenberg:** For the record, Craig von Collenberg. For the most part, yes. The industry is doing very well lately. I'd say the majority of the programs are having a lot of success in placing the apprentices in jobs as well as the journeymen. Definitely a lot better than it was a few years ago.

**Governor:** All right. Thank you. Thank you very much. Other questions? Madam Secretary?

**Secretary of State:** Yes. Thank you Governor. I just want to commend CSN. I've had the pleasure of working with them at the Community Center at our church and I want to thank them so much for what they're doing. We're actually trying to help people do resumes, learn how to interview, reading/writing English, all of those. We couldn't have done it without CSN. That's a major part.

One of the things I'd like to hear a report on is your IT, because Governor, frankly, in our state, the IT positions are very, very hard to fill and we have to hire a lot of consultants, either out of state, out of the country to fill those positions. Is CSN looking into that, do you have—is that one of the goals? That's just from our position and Governor, I don't know about your office or the Attorney General, but I know that's one area where we need some assistance.

**Governor:** I think that's more an issue of pay scale than it is available employees.

**Secretary of State:** Well, yes and no. I mean, I don't disagree with you on the pay but we do find that employees leave one agency to go to another on a continuous basis. I was just curious what CSN is doing with the IT positions.

**Craig von Collenberg:** Okay. Aside from this funding, CSN itself, we have a pretty extensive IT program run out of our North Las Vegas campus. It runs through the building A there, Telecom. Our Applied Technologies Division, we do a lot with the IT Department. I can get more specifics for you; I don't have anything right now. Absolutely, it is something that not only are we interested in pursuing, we are pursuing it, but definitely something that could be ramped up more as the employers need continues.

**Secretary of State:** Okay, because Governor, with that on the salary, I just have to say, we are able to find the consulting money, which is much higher, when we have those positions that are not able to fill. So, it's just kind of interesting how we piece mill. It is something we need to look at in the next session or a couple of sessions but thank you for what you're doing. Appreciate it. Thank you Governor.

**Governor:** Thank you. Any other questions or comments on contract numbers 1-60? Thank you gentlemen. If there are none, the Chair will accept a motion to approve contract numbers 1-60.

**Attorney General:** Move to approve.

**Secretary of State:** Is it 1-58 Governor? I don't—in my book I have 58. Did I miss something?

**Attorney General:** I have 60.

**Governor:** You may have not gotten the update.

**Secretary of State:** Okay.

**Governor:** Because I have 1-60.

**Secretary of State:** All right.

**Governor:** So, 1-60 is presented in agenda item number 9. The Attorney General has moved for approval, is there a second to the motion?

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

**Governor:** Madam Secretary, you may be looking at the Information Contracts, because that's 1-58.

**Secretary of State:** Oh, I'm sorry, I did. You're right. I see 1-60 now. Sorry, I was looking at those. That's what I was looking at.

**Governor:** So, the Attorney General has moved, the Secretary of State has seconded the motion. Any questions or discussion? Hearing none, all in favor say aye. [ayes around] That motion passes 3-0.

**\*10. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENTS**  
**([Attached as Exhibit 3](#))**

Five independent contracts were submitted to the Board for review and approval.

**Motion By: Attorney General**

**Seconded By: Secretary of State**

**Vote: 3-0**

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**Comments:**

**Governor:** Let's move to agenda item number 10, Master Service Agreements. Mr. Wells.

**Clerk:** Thank you Governor. There are five Master Service Agreements in Exhibit 3 for approval by the Board this morning and no additional information has been requested by any of the members.

**Governor:** Thank you Mr. Wells. I have no questions, Board Members?

**Secretary of State:** No questions.

**Governor:** Is there a motion?

**Attorney General:** Move to approve.

**Secretary of State:** Move to approve.

**Governor:** Attorney General has moved for approval. The Secretary of State has—I'll take your motion as a second, Madam Secretary.

**Secretary of State:** That's fine.

**Governor:** We have a motion and a second for approval. Any questions or comments? Hearing none, all in favor say aye. [ayes around] That motion passes 3-0.

**11. INFORMATIONAL ITEM ([Attached as Exhibit 4](#))**

Pursuant to NRS 333.700, subsection 7 (a), the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Attached is a list of all applicable approvals for contracts and amendments approved from May 17, 2016 through June 20, 2016.

Fifty-Eight independent contracts were submitted to the Board for review.

**Comments:**



**Governor:** We'll move to agenda item number 11, Information Items. Mr. Wells.

**Clerk:** Thank you Governor. There were 58 contracts under the \$50,000 threshold that were approved by the Clerk between May 17, 2016 and June 20, 2016. This item is informational only and no additional information has been requested by any of the members.

**Governor:** Board Members, any questions on agenda item number 11?

**Secretary of State:** None.

## 12. INFORMATION ITEM

### A. Governor's Finance Office – Budget Division

Pursuant to NRS Chapter 353, the Governor's Finance Office, Budget Division presents a reconciled fund balance report for the TORT Claim Fund, Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, Interim Finance Contingency (IFC) Unrestricted Accounts and IFC Restricted Accounts as of June 13, 2016. Below is the available balance for each account.

TORT Claim Fund	\$ 4,514,704.66
Statutory Contingency Account	\$ 2,047,012.88
Stale Claims Account	\$ 2,176,135.43
Emergency Account	\$ 279,841.00
Disaster Relief Account	\$ 6,743,818.23
IFC Unrestricted Contingency Fund General Fund	\$12,236,401.42
IFC Unrestricted Contingency Highway Fund	\$ 1,676,832.35
IFC Restricted Contingency Fund General Fund	\$ -
IFC Restricted Contingency Highway Fund	\$ 1,601,832.00

#### Comments:

**Governor:** Let's move to agenda item number 12, another information item. Mr. Wells.

**Clerk:** Thank you Governor. There is one information report in item 12 and that is a listing of the balances in the various contingency accounts that are managed either by this Board or the Interim Finance Committee. These are the balances as of June 13, 2016. I would be happy to answer any questions that any of the members may have.

**Governor:** My only question is, are we on track?

**Clerk:** Thank you Governor. Yes, I think at this point in the biennial cycle, we're looking very good in these account balances.

**Governor:** Any other questions from Board Members on agenda item number 12?

### **13. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS**

**Comments:**

**Governor:** We'll move to agenda item 13. Board Member comments or public comments. Is there any public comment from Carson City? Is there any public comment in Las Vegas?

**Secretary of State:** There's no public here sir.

### **\*14. FOR POSSIBLE ACTION – ADJOURNMENT**

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

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**Comments:**

**Governor:** All right then, we'll move to agenda item 14. Is there a motion to adjourn?

**Secretary of State:** Move to adjourn, I'll second if he already did it. It's hard to hear.

**Governor:** I'll give this one to you, Madam Secretary. The Secretary has moved, the Attorney General has seconded. All in favor of the motion, say aye. [ayes around] The motion passes 3-0. This meeting is adjourned, thank you ladies and gentlemen.

**Secretary of State:** Thank you.

**Respectfully submitted,**

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JAMES R. WELLS, CLERK

**APPROVED:**

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GOVERNOR BRIAN SANDOVAL, CHAIRMAN

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ATTORNEY GENERAL ADAM PAUL LAXALT

---

SECRETARY OF STATE BARBARA K. CEGAVSKE

Brian Sandoval  
Governor



James R. Wells, CPA  
State Budget Interim Director


Janet Murphy  
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](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: July 14, 2016

To: James R. Wells, Clerk of the Board  
Department of Administration

From: Paul Nicks, 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:

Replacement Vehicle Request: Pursuant to NRS 334.010 the Department of Administration, Fleet Services Division requests approval to replace two vehicles not to exceed \$62,950 due to two vehicle accidents resulting in a total loss of the vehicles.

Additional Information:

This authorization will be funded with accident recovery funds of \$35,069 and from the agency's reserves.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

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

Brian Sandoval  
Governor



Patrick Cates  
Director

Lee-Ann Easton  
Deputy Director


Keith Wells  
Administrator

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

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

July 13, 2016

TO: Governor's Office of Finance  
Paul Nicks, Budget Analyst

FROM: Keith Wells, Administrator 

SUBJECT: Board of Examiners Agenda Request

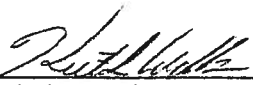
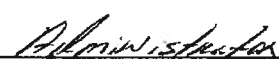
Attached is a Fleet Services request to purchase two vehicles that were totaled in accidents.

- Vehicle 1. 2015 passenger van, which was totaled in an accident on March 17, 2016. The accident was not the fault of the state driver. Insurance recovery monies total \$29,509.
- Vehicle 2. 2008 compact sedan, which was totaled in an accident on May 31, 2016. State driver was at fault. Monies received from Risk Management total \$5,560

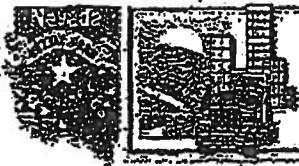
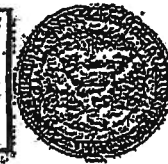
Attachments:

- BOE vehicle purchase request
- Vehicle accident report
- Repair quotes
- New vehicle quote

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

<b>Agency Name:</b> Administration Fleet Services	<b>Budget Account #:</b> 1356
<b>Contact Name:</b> Keith Wells	<b>Telephone Number:</b> 775-684-1883
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p><b>Number of vehicles requested:</b> <u>2</u>                      <b>Amount of the request:</b> <u>\$62,950.00</u></p> <p><b>Is the requested vehicle(s) new or used:</b> <u>New</u></p> <p><b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b></p> <p>Vehicle 1. 15 Passenegr Van, Vehicle 2. Compact Hybrid Sedan</p> <p><b>Mission of the requested vehicle(s):</b></p> <p>Vehicle 1. Desert Regional Center Transport Van, Vehicle 2. Southern Nevada Adult Mental Health Client Transport</p>	
<p><b>Were funds legislatively approved for the request?</b></p> <p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>	<p><b>If yes, please provide the decision unit number:</b></p> <p><b>If no, please explain how the vehicles will be funded?</b> Insurance Recovery and Reserves</p>
<p><b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b></p> <p><input type="checkbox"/> Addition(s)    <input checked="" type="checkbox"/> 2 Replacement(s)</p>	
<p><b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b></p> <p>Vehicle 1. Not Applicable, Vehicle 2. Yes</p>	
<p><b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p><b>Current Vehicle Information:</b></p> <p>Vehicle #1 Model Year: 2015 Odometer Reading: 7927 Type of Vehicle: 15 Passenger Van</p> <hr/> <p>Vehicle #2 Model Year: 2008 Odometer Reading: 71275 Type of Vehicle: Compact Hybrid Sedan</p> <hr/> <p><i>Please attach an additional sheet if necessary</i></p>	<p>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</p> <p>Both vehicles totaled in accidents</p> <hr/> <p>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</p>
<p><b>APPOINTING AUTHORITY APPROVAL:</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;">               _____              Agency Appointing Authority           </div> <div style="text-align: center;">               _____              Title           </div> <div style="text-align: center;"> <u>7-13-16</u>              _____              Date           </div> </div>	
<p><b>BOARD OF EXAMINERS' APPROVAL:</b></p> <p><input type="checkbox"/> Approved for Purchase    <input type="checkbox"/> Not Approved for Purchase</p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;">             _____              Board of Examiners           </div> <div style="text-align: center;">             _____              Date           </div> </div>	

Revised 7/13/10

16-171  
Department of Administration  
**RISK MANAGEMENT**  
16-300**VEHICLE ACCIDENT REPORT****INSTRUCTIONS:**

COMPLETE as much information as possible at the scene.

REPORT all accidents involving third parties, whether or not there is damage or injury.

COOPERATE with investigating officer(s) and the State's adjuster(s).

**WITHIN 48 HOURS:**

Send copy to AG's Office Claims Manager, DMV Legal/Tort Claims, 555 Wright Way, Carson City, NV 89711

Send copy to Risk Management Claims Manager, 201 S. Roop St., Suite 201 Carson City NV 89701

Date of Accident 3/17/16 Time 11:00AM**OUR INFORMATION:**Driver's Name Kilad Straighter Agency Desert Regional CenterOffice Address 1391 S. Jones Blvd Bus. Phone 702-486-6200Driver's Lic. No. 1402798716 State NV Expiration Date 3-15-2017Contact Person (702) 773-7773 Title DST Phone 702-541-2087Is this a MOTORPOOL Vehicle? Yes Vehicle ID No. (VIN) 1F8Z X2ZMOFKH67851Plate No. EX1 66079 Year 2015 Make Ford Model Transit T350Location of vehicle Motor PoolLocation of Accident ORKey - JonesDescribe Damage to State Vehicle: Windshield Damage only? NO If NO describe damage.Front End Damage only, All Air bags Deployed

Accident Reported to (NHP, Metro, Reno P.D., etc.) \_\_\_\_\_ Report # \_\_\_\_\_ Citations Issued? \_\_\_\_\_

If Yes, explain:

THEIR INFORMATION: Self-Insurance card provided to driver/owner? D Yes D No

Owner's Name \_\_\_\_\_ Daytime Phone \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Insurance Company \_\_\_\_\_ Policy No \_\_\_\_\_ City/State \_\_\_\_\_

Insurance Agent \_\_\_\_\_ Phone No. \_\_\_\_\_

Plate No. \_\_\_\_\_ State \_\_\_\_\_ Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Driver's name \_\_\_\_\_ Daytime phone \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Driver's Lic. No. \_\_\_\_\_ State \_\_\_\_\_ Expiration Date \_\_\_\_\_

Describe damage to other vehicle and any injuries reported: \_\_\_\_\_

EXPLAIN WHAT HAPPENED:

while transporting an individual to work the other vehicle was trying to do a fast U-turn staff couldn't avoid hitting other vehicle.

WITNESSES (Please include NAME, ADDRESS and PHONE NUMBER)

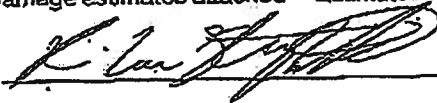
✓ Tonya Dade 1-812-589-7790 Marc Orr 702-486-6374 client

PERSONS INJURED (If injured person is a State Employee, complete a Worker's Compensation Claim Form)

N/A

Agency Information: Damage estimates attached Estimates will follow

State Driver's Signature



Date

3-17-16

Reviewed by Safety Coordinator

Date

Reviewed by Department Head

Date

RSK-001 (webversion)  
rev. 11/15



Las Vegas Metro PD  
Information Exchange

Ref: 150317001644  
7/2/16 11:18

INFORMATION  
WES BLVD  
WES BLVD

TO OBTAIN A COPY OF THE COMPLETED ACCIDENT REPORT

When you were involved in was investigated by the Las Vegas Metro PD.  
Report will be on file at the location listed below.

Las Vegas Metro PD  
1. King Boulevard  
789106  
lvmpd.com/

are typically ready after 10 business days.  
ed to pay a fee for a copy of the completed report.  
e for additional information: <http://www.lvmpd.com/>

PH, DUPEE

Veh Tag: 368LZW State: NV  
Model: PT CRUISER TOURING ED Type: HATCHBACK 4-DOOR

196236290385FPPANV  
AMERICAN FAMILY INS  
Phone: 1-800-682-5728

FASTTOW  
TOWYARD

ER KLAN, MONTE

Veh Tag: 150317001644 State: NV  
Model: TRANSIT 350 Type: VAN

Las Vegas Municipal Court website site noted above.

**JUSTICE COURT INSTRUCTIONS ONLY**

**WWW.CLARKCOUNTYCOURTS.US/ONLINE**

**PHONE PAYMENTS 702-671-3444 OR 1-877-671-3183**

If you wish to resolve your citation without appearing in court or contesting the violation(s), you may pay the appropriate bail amount to the court, and the money will be forfeited without the need for a court appearance. **PLEASE DO NOT SEND CASH THROUGH THE MAIL.** To obtain the appropriate bail amount for your violation(s), please contact the court via phone, in person or online at [www.clarkcountycourts.us/online](http://www.clarkcountycourts.us/online). Payment must be received by the court on or before the appearance date. Mail a copy of this citation to the court with a check or money order for the total bail. Please write the citation number on the check or money order.

**Notice To Out of State/County Violators**

If you fail to appear a notice of your violation will be sent to your home state Licensing Authority for action or a warrant of arrest will be issued.

**Notice Regarding Effect Of Forfeiture of Bail**

Forfeiture of bail will have the same force and effect as a Judgment of court and notification will be sent to the Licensing Authority of this State (or at the State where you received your license to drive). By forfeiting bail, you are **WAIVING** any right to a court hearing.

**- READ CAREFULLY -**

**INSTRUCTIONS FOR ALL COURTS**

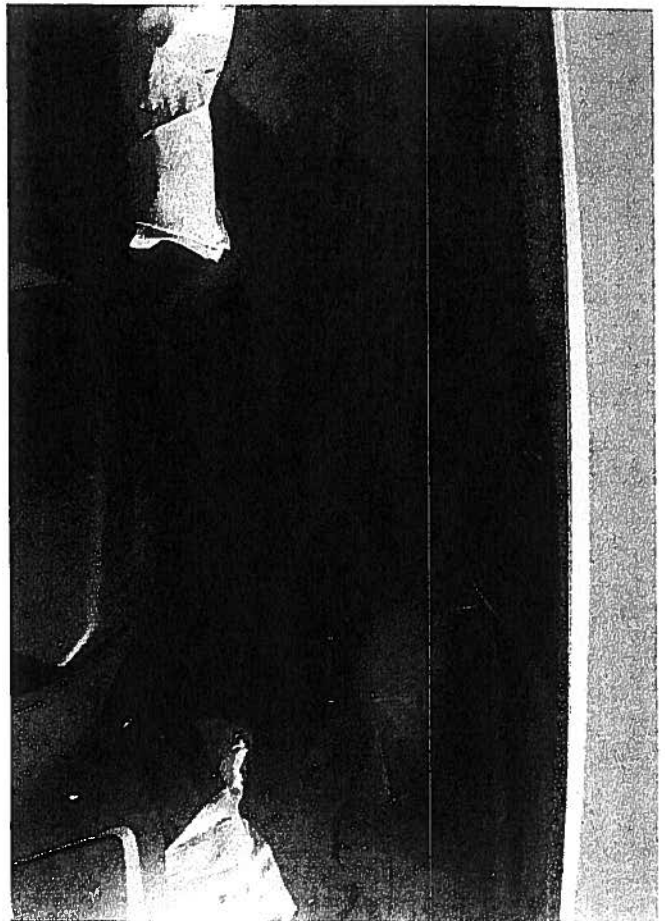
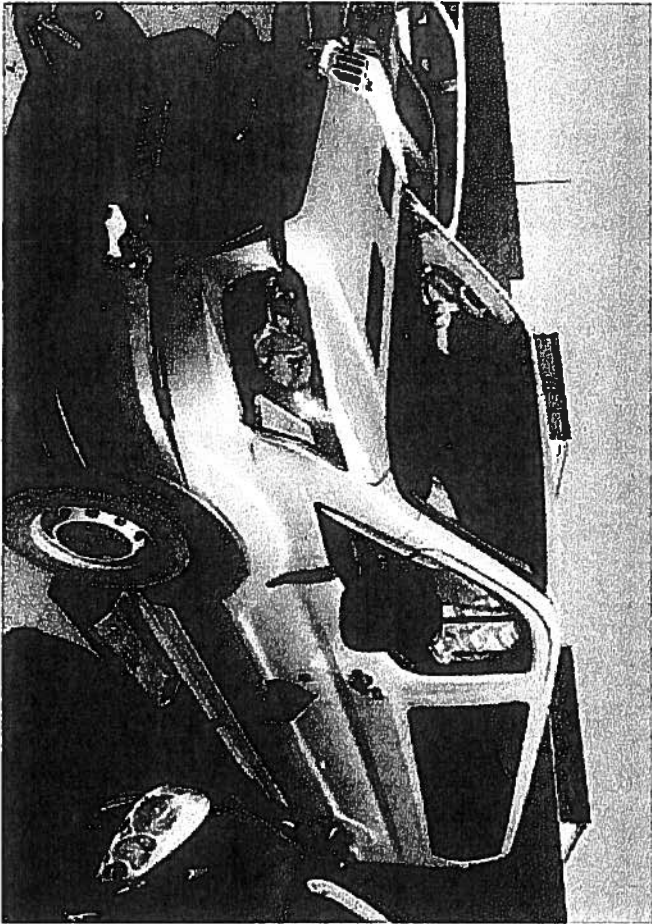
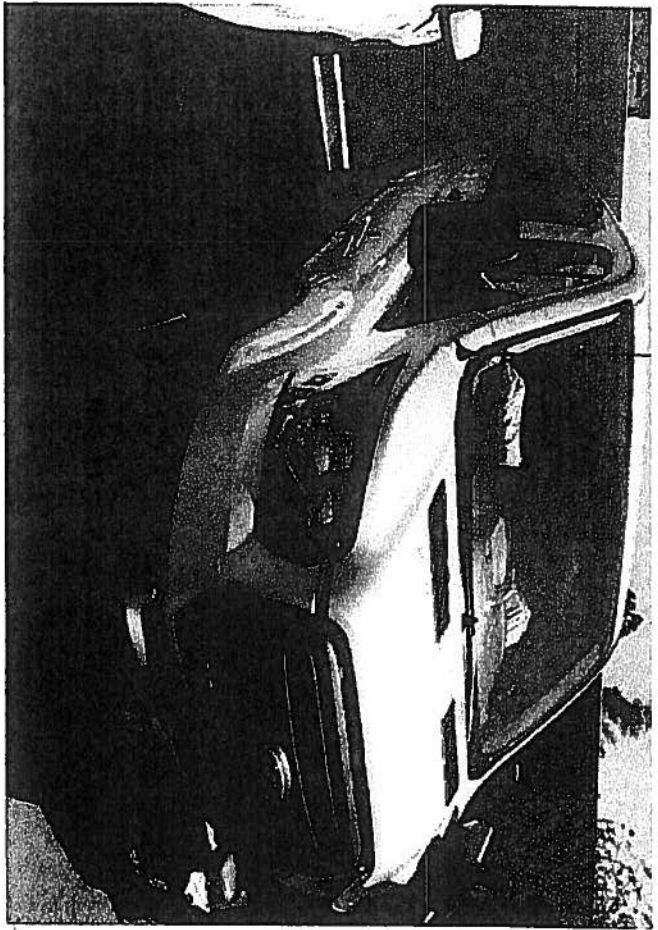
Allow 4 weeks from the receipt of the citation before contacting the court.

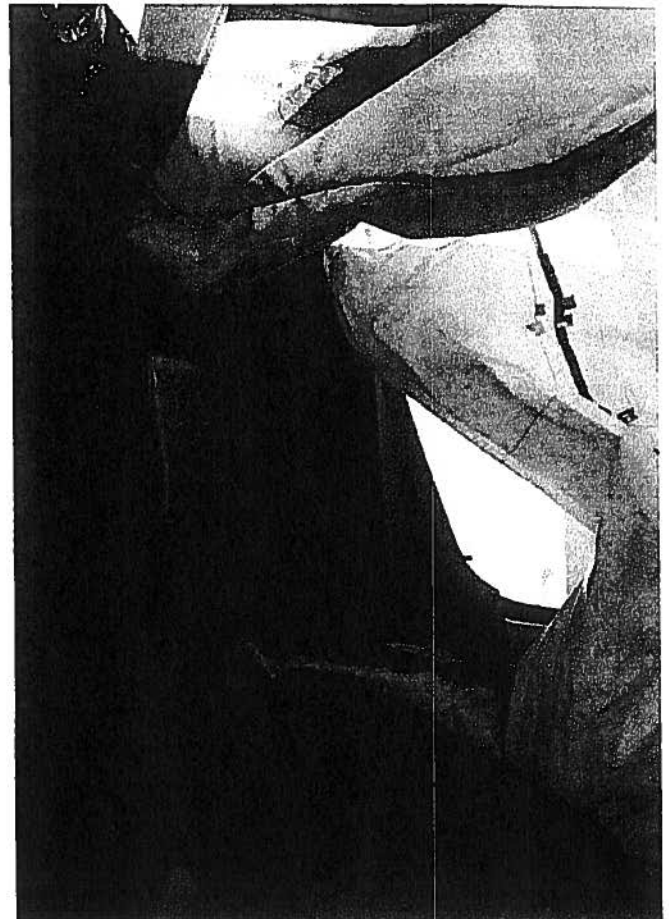
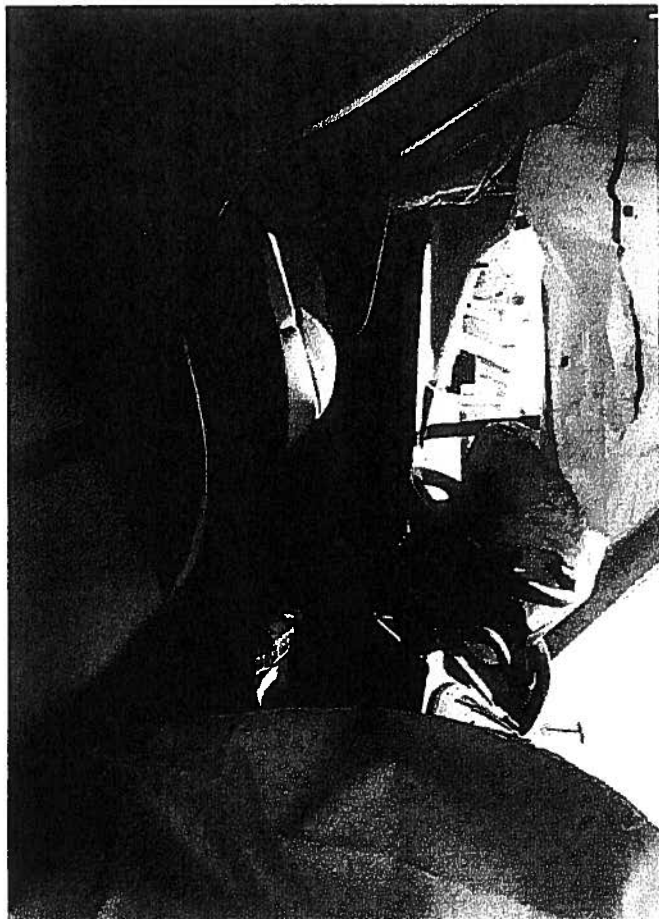
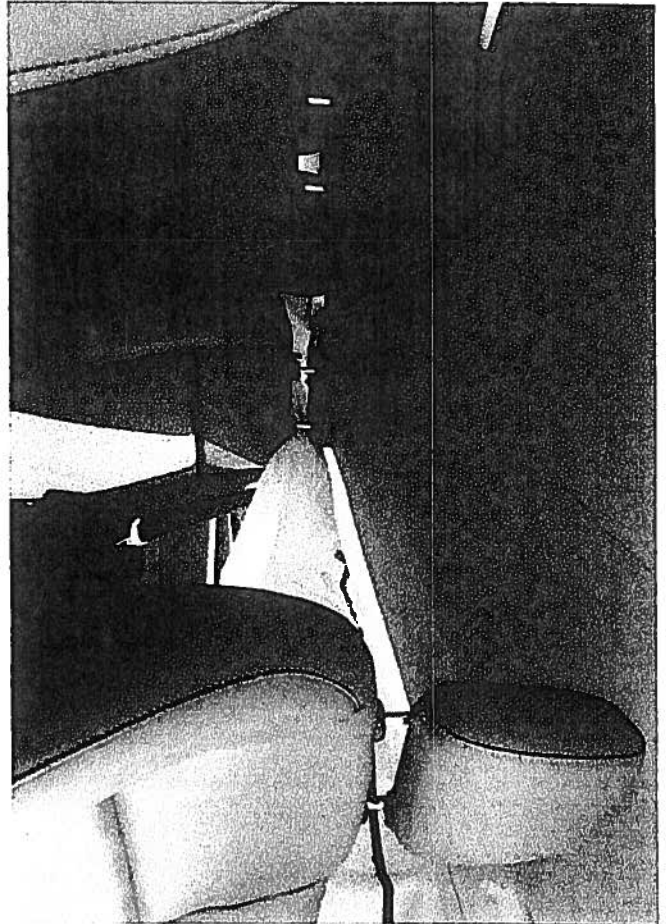
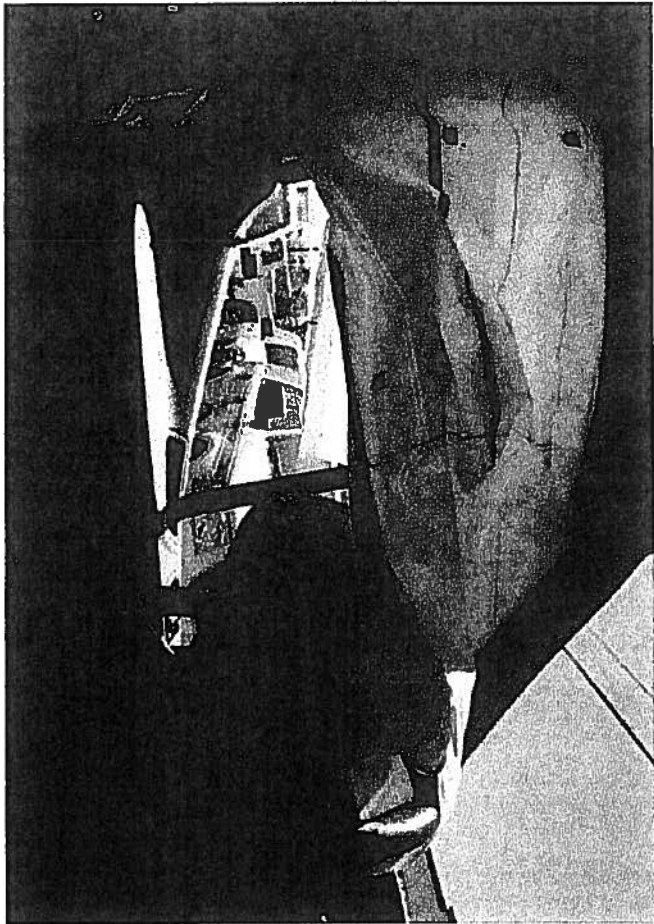
This citation may be resolved only by bail forfeiture, trial, or other official action of the court having jurisdiction over the alleged offense. Any person violating the written promise to appear or failing to deposit bail as authorized is guilty of a misdemeanor regardless of disposition of the charge for which such citation was originally issued. Failure to appear or post bail will result in a warrant being issued for your arrest, and you will be responsible for warrant fees. A written promise to appear in court may be complied with by an appearance by counsel.

If you wish to plead **NOT GUILTY** on any traffic charge, you must appear during business hours on or before the appearance date listed on the front of the citation to schedule a hearing or trial date as specified by the court. You may be asked to post full bail. **NOTE:** In Henderson, you **MUST APPEAR** in court on the date and time of the citation.

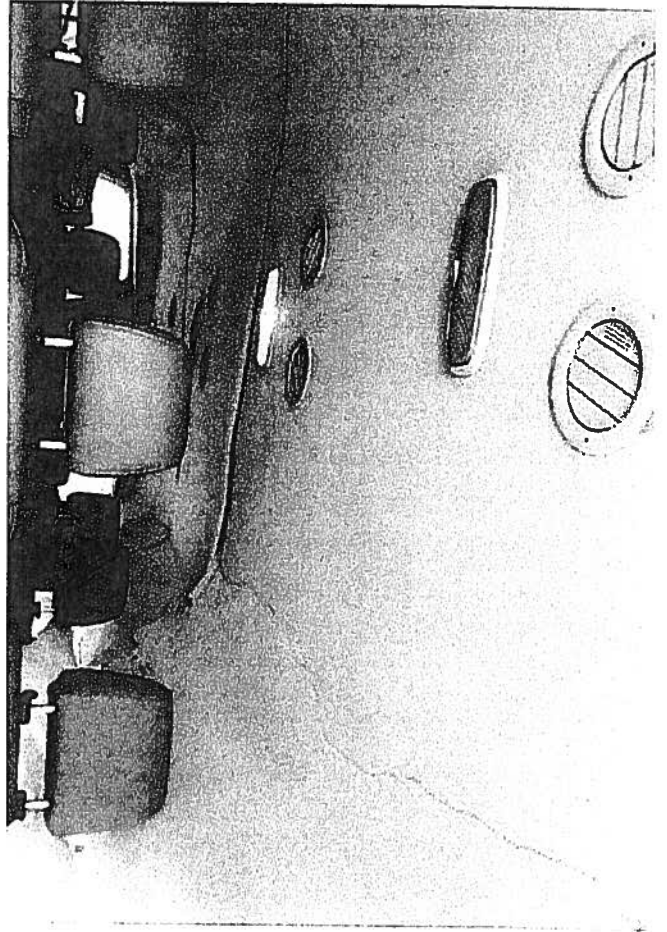
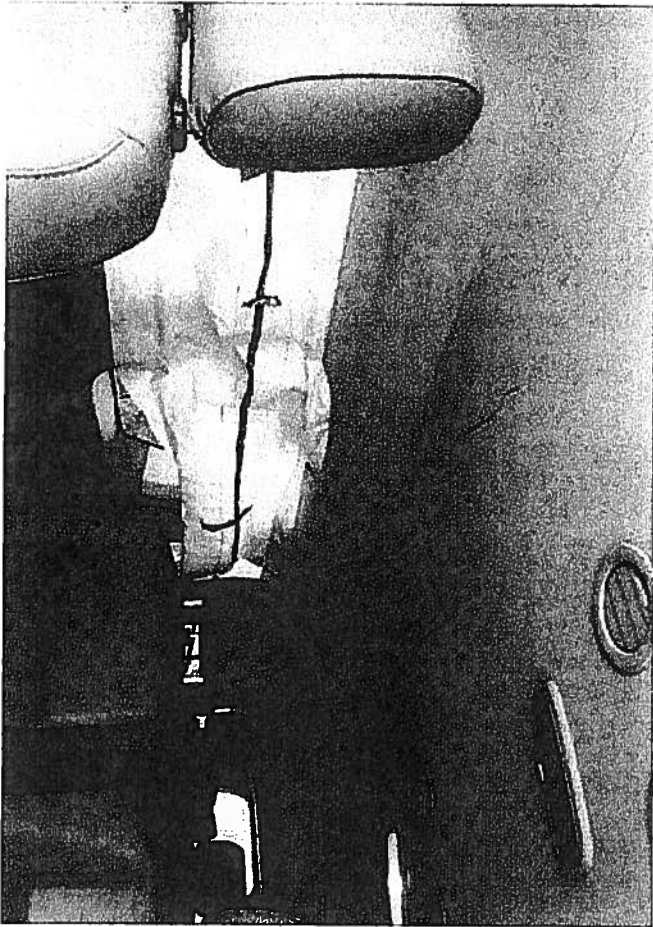
If a juvenile who is 17 years of age or younger appears for a court proceeding, the juvenile must be accompanied by a parent or legal guardian.

If the box for Municipal Court is marked on the front of this citation you must contact the court. See "Municipal Court Instructions Only" below.









## **Dale A. Duyan**

---

**From:** Lyn Letarti  
**Sent:** Wednesday, May 18, 2016 9:14 AM  
**To:** Dale A. Duyan  
**Subject:** RE: UPDATE: EX66079 - Total Loss

I will put the title in the mail this morning.

Lyn Letarti | Administrative Assistant IV  
Fleet Services Division - Carson City  
V: (775) 684-1880 | Fax: (775) 684-1888  
Email: LCLetarti@admin.nv.gov

**From:** Dale A. Duyan  
**Sent:** Wednesday, May 18, 2016 8:31 AM  
**To:** Keith Wells <kdwells@admin.nv.gov>  
**Cc:** Lyn Letarti <lclletarti@admin.nv.gov>  
**Subject:** UPDATE: EX66079 - Total Loss

Keith,

Igor Sarik called today and said that they are totaling EX66079, and are ready to cut a check for \$29,509.86. Do you want to proceed, or do you have other plans? If you want to proceed, when do you expect the title to arrive here?

Thank you.

Dale

**From:** Dale A. Duyan  
**Sent:** Tuesday, April 12, 2016 11:13 AM  
**To:** Keith Wells; Lyn Letarti  
**Subject:** EX66079 - Total Loss?

Keith and Lyn,

The American Family Insurance adjuster came by today to inspect EX66079 (DRC van). He stated that they are still in the middle of the investigation, but he foresees that it will be a total loss and covered by them in a few days to a week. In the meantime, he would like to have the title sent here so they it will be ready when he has the check. I will have him contact you if he calls me with the amount. Below is his contact information if you want to speak with him:

Igor Sarik  
American Family Insurance  
702-219-1935 cell  
855-572-2989 fax  
[isarik@amfam.com](mailto:isarik@amfam.com)

Thank you.



Scanning Center | 6000 American Pkwy | Madison WI 53783-0001 | 1-800-MYAMFAM (692-6326) | amfam.com

2016 MAY -2 AM 11:45

April 26, 2016

3-AMW056  
STATE OF NEVADA - FLEET SERVICES  
750 E KING ST  
CARSON CITY NV 89701-4768

REGARDING YOUR CLAIM: 00-185-121671

Claim number	Insured name	Company name	Date of Loss
00-185-121671-3400	Ralph & Somrat Bloom Tom	American Family Mutual Insurance Company	March 17, 2016

We are writing to provide you an update regarding the above-mentioned claim.

Please be advised we continue to investigate your accident. We are awaiting receipt of:

Statements from all Claimants

Once we receive this information, we should be able to complete our investigation and determine liability. At that time, we will contact you to advise of our decision.

Please do not hesitate to contact me should you have any questions. Thank you for your patience during our investigation.

Afton M Welker  
Casualty Claim Adjuster  
American Family Mutual Insurance Company  
1-800-MYAMFAM (1-800-692-6326) X 58252  
awelker@amfam.com  
www.amfam.com/claims



AMERICAN FAMILY INSURANCE GROUP - MADISON, WISCONSIN  
PAYABLE THROUGH U.S. Bank National Association - WAUSAU, WI

79-1160  
759

OFFICE CODE

DRAFT NUMBER

\*002

0001469695

THE FACE OF THIS DOCUMENT IS PRINTED WITH A BROWN BACKGROUND ON WHITE PAPER

CLAIM  
NO

00185121671

POLICY

NO

1963362903

INSURED

RALPH TOM

PAY TO THE  
ORDER OF

STATE OF NEVADA FLEET SERVICES DIVISION

AMOUNT

IN FULL OF

TOTAL LOSS

TWENTY NINE THOUSAND FIVE HUNDRED NINE

86/100

DOLLARS

\$=29,509.86

DATE  
ISSUED

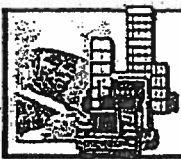
5-19-16

• VOID AFTER 1 YEAR •

MAIL  
TO

*[Signature]*

⑈0001469695⑈ ⑆075911603⑆ 182380188132⑈



16-195

Department of Administration  
**RISK MANAGEMENT**

16-366



**VEHICLE ACCIDENT REPORT**

**INSTRUCTIONS:**

COMPLETE as much information as possible at the scene.

REPORT all accidents involving third parties, whether or not there is damage or injury.

COOPERATE with investigating officer(s) and the State's adjuster(s).

**WITHIN 48 HOURS:**

Send copy to AG's Office Claims Manager, DMV Legal/Tort Claims, 555 Wright Way, Carson City, NV 89711

Send copy to Risk Management Claims Manager, 201 S. Roop St., Suite 201 Carson City NV 89701

Date of Accident 5/31/16 Time 2:00 pm

**OUR INFORMATION:**

Driver's Name David Howell Agency SNAMH

Office Address 1590 W. Sunset Rd Henderson, NV 89014 Bus. Phone 702-858-1769 cell

Driver's Lic. No. \_\_\_\_\_ State \_\_\_\_\_ Expiration Date \_\_\_\_\_

Contact Person Deanne Peters Title MHCII Phone 702-486-3465

Is this a MOTORPOOL Vehicle? yes Vehicle ID No. (VIN) \_\_\_\_\_

Plate No. 55742 Year 2009 Make Toyota Model Prius

Location of vehicle Custom Towing

Location of Accident 95 / Russell Rd off ramp

Describe Damage to State Vehicle: Windshield Damage only? \_\_\_\_\_ If NO describe damage \_\_\_\_\_

Accident Reported to (NHP, Metro, Reno P.D., etc.) NHP Report # 160502732 Citations Issued? yes

If Yes, explain:

failure to control car

THEIR INFORMATION: Self-Insurance card provided to driver/owner? D Yes ☒ No

*Left scene w/out  
Stopping*

Owner's Name: n/a Daytime Phone \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Insurance Company \_\_\_\_\_ Policy No. \_\_\_\_\_ City/State \_\_\_\_\_

Insurance Agent \_\_\_\_\_ Phone No. \_\_\_\_\_

Plate No. \_\_\_\_\_ State \_\_\_\_\_ Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Driver's name \_\_\_\_\_ Daytime phone \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Driver's Lic. No. \_\_\_\_\_ State \_\_\_\_\_ Expiration Date \_\_\_\_\_

Describe damage to other vehicle and any injuries reported: \_\_\_\_\_

EXPLAIN WHAT HAPPENED:

*Staff was coming off 95/Russell Exit South back to Henderson  
Clinic. Car on wrong side of the road. Staff turned wheel to  
avoid and hit medium and strike turn signal post. Car (other)  
made a U-turn and drove away without stopping.*

WITNESSES (Please include NAME, ADDRESS and PHONE NUMBER)

n/a.

PERSONS INJURED (If injured person is a State Employee, complete a Worker's Compensation Claim Form)

none

Agency Information: Damage estimates attached Estimates will follow

State Driver's Signature Impeter for David Howell Date 6/3/16

Reviewed by Safety Coordinator \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Department Head \_\_\_\_\_ Date \_\_\_\_\_



## COLLISION BAY

Drive Safe!

1911 LOSEE RD STE 110, North Las Vegas, NV  
89030

Phone: (702) 654-6830

FAX: (702) 654-6759

Workfile ID:  
Federal ID:  
Resale Number:

66cal  
46-2721  
1015682251



### Preliminary Estimate

Customer: **STATE OF NEVADA**

Written By: Roger Madrigal

Insured: **STATE OF NEVADA**  
Type of Loss:  
Point of Impact:

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

Owner:  
**STATE OF NEVADA**

Inspection Location:  
**COLLISION BAY**  
1911 LOSEE RD STE 110  
North Las Vegas, NV 89030  
Repair Facility  
(702) 654-6830 Business

Insurance Company:

### VEHICLE

Year: 2008	Body Style: 4D H/B	VIN: JTDKB20U787706144	Mileage In:
Make: TOYO	Engine: 4-1.5L-G/E	License:	Mileage Out:
Model: PRIUS STANDARD	Production Date:	State:	Vehicle Out:
Color: Int:	Condition:	Job #:	

#### TRANSMISSION

Automatic Transmission

#### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors

#### DECOR

Dual Mirrors  
Console/Storage

#### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Rear Defogger  
Keyless Entry  
Message Center  
Steering Wheel Touch Controls  
Rear Window Wiper  
Climate Control

#### RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

#### SAFETY

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Front Side Impact Air Bags

Head/Curtain Air Bags

#### SEATS

Cloth Seats  
Bucket Seats

#### WHEELS

Aluminum/Alloy Wheels

#### PAINT

Clear Coat Paint

#### OTHER

Traction Control  
Rear Spoiler



# Preliminary Estimate



STATE OF NEVADA

Vehicle: 2008 TOYO PRIUS STANDARD 4D H/B 4-1.5L-G/E

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2		O/H front bumper				2.4	
3	**	Repl A/M AGRP Bumper cover	5211947903	1	170.00	Ind.	2.8
4		Add for Clear Coat					1.1
5		Repl Bumper cover fastener	90467A0008	4	3.68		
6		Repl Bumper cover cushion	5311947010	1	10.92		
7		Repl RT Bumper cover bracket	5214721010	1	2.90		
8		Repl LT Bumper cover bracket	5214721010	1	2.90		
9		Repl License bracket	5211447040	1	45.63	0.2	
10		Repl Under cover	5144747010	1	64.02	Ind.	
11		Repl Spoiler	7685147010	1	77.46	Ind.	
12		Repl Molding chrome	5271147020	1	96.91	Ind.	
13		Repl Impact bar	5213147070	1	239.90	0.3	
14		GRILLE					
15		Repl Grille center	5311147010	1	61.66	Ind.	
16		Repl RT Grille outer w/o fog lamps	5311247020	1	32.04	Ind.	
17		Repl LT Grille outer w/o fog lamps	5311347020	1	32.04	Ind.	
18		FRONT LAMPS					
19		Repl RT Headlamp assy	8113047160	1	168.98	Ind.	
20		Aim headlamps				0.5	
21		Repl LT Headlamp assy	8117047160	1	168.98	Ind.	
22		RADIATOR SUPPORT					
23		Refinish Components					1.5
24		Add for Clear Coat					0.3
25		Repl Radiator support	5320147020	1	400.08 s	9.1	Ind.
26		Evacuate & recharge			m	1.4	
27		Refrigerant recovery			m	0.4	
28		Repl RT Splash shield	5140847012	1	104.33	Ind.	
29		Repl LT Splash shield	5140947012	1	104.33	Ind.	
30		Repl Lock support	5320847010	1	58.43	0.3	Ind.
31		COOLING					
32		Repl Radiator assy	1604121281	1	268.53 m	Ind.	
33		Repl Shroud assy w/reservoir	1671121100	1	103.84 m	Ind.	
34		Repl RT Fan blade	1636128080	1	78.91 m	Ind.	
35		Repl LT Fan blade	1636121040	1	56.89 m	Ind.	
36		AIR CONDITIONER & HEATER					
37		Repl Condenser	8845047020	1	308.31 m	Ind.	
38		Repl Suction hose	8870447040	1	260.35 m	1.3	
39		HOOD					
40	**	Repl A/M CAPA Hood (ALL)	5330147040	1	277.00	1.1	2.4
41		Add for Clear Coat					1.0
42		Add for Underside(Complete)					1.2
43		Repl Front seal	5338147020	1	26.46	Ind.	



# Preliminary Estimate



Customer: STATE OF NEVADA

Vehicle: 2008 TOYO PRIUS STANDARD 4D H/B 4-1.5L-G/E

44	Repl	RT Hinge	5341047040	1	30.66	0.3	0.3
45		Add for Clear Coat					0.1
46	Repl	LT Hinge	5342047040	1	30.66	0.3	0.3
47		Add for Clear Coat					0.1
48	Repl	Lock w/o anti-theft	5351047060	1	52.70	Incl.	
49	FENDER						
50	**	Repl	A/M AQRP RT Fender	5380147031	1	216.00	1.7
51			Overlap Major Adj. Panel				-0.4
52			Add for Clear Coat				0.3
53			Add for Edging				0.5
54			Deduct for Overlap			-0.3	
55	WHEELS						
56	Repl	LT/Rear Wheel cover	4260247040	1	82.63		
57	Repl	RT/Rear Wheel cover	4260247040	1	82.63		
58	RESTRAINT SYSTEMS						
59	Repl	Driver air bag	4513047090C0	1	751.87 m	Incl.	
60		Air bag system diagnosis				0.5	
61	Repl	Psngr air bag	7396047040	1	796.16 m	0.5	
62	Repl	Clockspring	843060E010	1	292.18 m	1.0	
63	Repl	RT Ft impact sensor	8917349315	1	84.84 m	0.4	
64	Repl	LT Ft impact sensor	8917449125	1	84.84 m	0.4	
65	Repl	LT Belt & retractor gray	7322047051B0	1	245.30	0.3	
66	Repl	LT Buckle greige	7324047051E0	1	58.08	0.3	
67	Repl	Position sensor	7227708010	1	2.90 m	0.4	
68	REAR BUMPER						
69	*	Rpr	Bumper cover			4.0	2.6
70			Add for Clear Coat				1.0
71	#	Subl	Hazardous waste removal	1	5.00 T		
72	#	Repl	Cover Car	1	10.00 T	0.3	
73	#	Rpr	Color sand and buff			1.0	
74	#	Repl	Flex additive	1	8.00 T		
75	#	Rpr	Setup & measure			2.0 F	
SUBTOTALS					6,059.93	30.1	17.1



## Preliminary Estimate



Customer: STATE OF NEVADA

Vehicle: 2008 TOYO PRIUS STANDARD 4D H/B 4-1.5L-G/E

### ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			6,036.93
Body Labor	28.1 hrs @	\$ 30.00 /hr	843.00
Paint Labor	17.1 hrs @	\$ 30.00 /hr	513.00
Frame Labor	2.0 hrs @	\$ 65.00 /hr	130.00
Paint Supplies	17.1 hrs @	\$ 28.00 /hr	478.80
Miscellaneous			23.00
Subtotal			8,024.73
Grand Total			8,024.73
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			8,024.73

### ESTIMATE OF REPAIR:

The Estimate of Repair includes parts, labor, diagnosis, and any applicable taxes. If, on further inspection, additional parts or repairs are needed, you will be contacted for authorization. We are not responsible for loss or damage to your vehicle from fire, theft, accidents or any cause beyond our control. All tests will be made by our employees at your risk.

### POWER OF ATTORNEY:

I do hereby appoint the aforementioned business as my attorney in fact to accept on my behalf any and all checks, drafts, or bills of exchange for deposit to the aforementioned business' account for credit on my account for repairs on my vehicle which has been released and accepted.

ACCEPTED

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

THIS ESTIMATE IS BASED ON THE USE OF BODY PARTS FOR YOUR MOTOR VEHICLE WHICH WERE NOT MANUFACTURED FOR OR BY THE ORIGINAL MANUFACTURER OF THE MOTOR VEHICLE. ANY WARRANTIES PROVIDED FOR THESE BODY PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THESE PARTS, NOT BY THE MANUFACTURER OF YOUR MOTOR VEHICLE. PLEASE CONTACT YOUR INSURER TO DETERMINE YOUR RIGHTS REGARDING THE USE OF SUCH BODY PARTS.





## Preliminary Estimate



Customer: STATE OF NEVADA

Vehicle: 2008 TOYO PRIUS STANDARD 4D H/B 4-1.5L-G/E

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARM8545, CCC Data Date 5/9/2016, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recore. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2016 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



## Preliminary Estimate



STATE OF NEVADA

Vehicle: 2008 TOYO PRIUS STANDARD 4D H/B 4-1.5L-G/E

### ALTERNATE PARTS SUPPLIERS

Line	Supplier	Description	Price
3	Keystone-Complete-B-North Las Vegas 3370 E LONE MOUNTAIN RD STE D NORTH LAS VEGAS NV 89081 (800) 551-5331 (702) 789-4000	#TO1000274C A/M AGRP Bumper cover	\$ 170.00
40	Keystone-Complete-B-North Las Vegas 3370 E LONE MOUNTAIN RD STE D NORTH LAS VEGAS NV 89081 (800) 551-5331 (702) 789-4000	#TO1230198C A/M CAPA Hood (ALU)	\$ 277.00
50	Keystone-Complete-B-North Las Vegas 3370 E LONE MOUNTAIN RD STE D NORTH LAS VEGAS NV 89081 (800) 551-5331 (702) 789-4000	#TO1241218C A/M AGRP RT Fender	\$ 216.00

Brian Sandoval  
Governor



Patrick Cates  
Director

Lee-Ann Easton  
Deputy Director

Keith Wells  
Administrator

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

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

June 2, 2016

TO: Cindy  
Custom Towing  
2775 Betty Lane  
Las Vegas, NV 89156

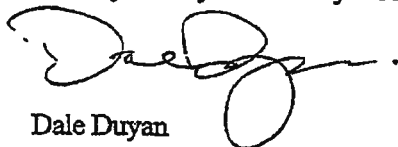
FROM: Dale Duyan, Service Manager  
Fleet Services  
7060 La Cienega Street  
Las Vegas, NV 89119

SUBJECT: EX55742 - 2008 Toyota Prius

Attached you will find a copy of the title for JTDKB20U787706144, a Name Change Memo (from State Motor Pool to DOA Fleet Services), and a copy of our business cards. Please tow the vehicle to our lot on 7060 La Cienega Street. One of my employees or I will pay the tow driver the fees we incurred. We are here until 7:00 P.M.

Please call me if you have any questions, or if I am missing anything.

Thank you very much for your help.



Dale Duyan

BRIAN SANDOVAL  
Governor



STATE OF NEVADA  
Department of Administration  
Fleet Services Division

DALE DUYN  
Service Manager

7060 La Cienega Street  
Las Vegas, Nevada 89119

Telephone (702) 486-7050  
Fax (702) 486-7042

E-mail: [daduyan@admin.nv.gov](mailto:daduyan@admin.nv.gov)

**Fleet Services Division**

Carson City 750 E King St., Carson City, NV 89701  
Phone 775-684-1880 Fax 775-684-1888 M - F 7AM to 7PM  
[Carsonfleet@admin.nv.gov](mailto:Carsonfleet@admin.nv.gov)

Reno 2550 Terminal Way, Reno, NV 89502  
Phone 775-688-1325 Fax 775-688-1309 M - F 7AM to 7PM  
[Renofleet@admin.nv.gov](mailto:Renofleet@admin.nv.gov)

Las Vegas 7060 La Cienega St, LV, NV 89119  
Phone 702-486-7050 Fax 702-486-7042 M - F 7AM to 7:30PM  
[Vegasfleet@admin.nv.gov](mailto:Vegasfleet@admin.nv.gov)

Website: [www.fleetservices.nv.gov](http://www.fleetservices.nv.gov)

## Lyn Letarti

---

**From:** DeAnna Guthrie  
**Sent:** Friday, June 24, 2016 9:46 AM  
**To:** Lyn Letarti  
**Subject:** RE: claim 16-366

This vehicle is considered a total.

---

**From:** Lyn Letarti  
**Sent:** Friday, June 24, 2016 8:51 AM  
**To:** DeAnna Guthrie <[dguthrie@admin.nv.gov](mailto:dguthrie@admin.nv.gov)>  
**Subject:** RE: claim 16-366

71275

Lyn Letarti | Administrative Assistant IV  
Fleet Services Division - Carson City  
V: (775) 684-1880 | Fax: (775) 684-1888  
Email: [LCLetarti@admin.nv.gov](mailto:LCLetarti@admin.nv.gov)

---

**From:** DeAnna Guthrie  
**Sent:** Thursday, June 23, 2016 8:17 AM  
**To:** Lyn Letarti <[lcletarti@admin.nv.gov](mailto:lcletarti@admin.nv.gov)>  
**Subject:** RE: claim 16-366

Can I have the mileage please.

---

**From:** Lyn Letarti  
**Sent:** Wednesday, June 22, 2016 1:56 PM  
**To:** DeAnna Guthrie <[dguthrie@admin.nv.gov](mailto:dguthrie@admin.nv.gov)>  
**Subject:** claim 16-366

Deanna,  
Please run the blue book for this vehicle. The body shops are declaring it a total loss.

Lyn Letarti | Administrative Assistant IV  
State of Nevada | Department of Administration  
Fleet Services Division - Carson City  
V: (775) 684-1880 | Fax: (775) 684-1888  
Email: [LCLetarti@admin.nv.gov](mailto:LCLetarti@admin.nv.gov)  
Reservations: [www.fleetservices.nv.gov](http://www.fleetservices.nv.gov)

New to Fleet Services? Please visit our website for complete information on [Forms](#) , [Current Events](#) , [Rental Procedures](#), [Making reservations online](#)

## Dale A. Duyan

**From:** Darrell Miller <ddmiller@LKQCORP.com>  
**Sent:** Tuesday, June 28, 2016 4:08 PM  
**To:** Dale A. Duyan  
**Subject:** RE: Salvage Bid: 2008 Toyota Prius JTDKB20U787706144

Thank you for the photos really helps lets go \$475 picked up contact in vegas is lan or jeremy

Thank you Darrell  
Darrell Miller


W3 District Procurement Manager LKQ Corporation ( Nasdaq LKQ)  
3486 Recycle Road Rancho Cordova Ca 95670  
(W) 916-431-3512 (F) 877-808-7369 (Cisco 8-792-3512)

#	Year	Model	Part	Description
1	2008	TOYOTA PRIUS	REP	

**GUID:**      **DMG:**      **Cond:**      **Src:** Broker      **WLen:** 0      **WAmt:** \$0.00

**Notes:**      **Side:** --      **Yard:** --      **IC**

PRD - 715 - (LKQ) - VEHICLE BID ACCOUNT - Webpage Dialog

 Quote has been saved! Your Quote Number is: 683684

OK

**From:** Dale A. Duyan [mailto:DADuyan@admin.nv.gov]  
**Sent:** Tuesday, June 28, 2016 3:54 PM  
**Subject:** Salvage Bid: 2008 Toyota Prius JTDKB20U787706144

We have a 2008 Toyota Prius JTDKB20U787706144 with 71,275 miles that we are selling for salvage. There is considerable damage to the front end and some light damage to the rear. Attached are some pictures of the vehicle. Would you like to bid for it? ? Please contact me if you have any questions, or if you would like to come over to inspect it in person.

Thank you.

Sincerely,

## STANDARD PAGE - ALTERNATE FUEL #256

(Use separate page for each package)

## CARSON CITY TOYOTA SCION

Specify State's Vehicle Item Number: 1.3A

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

Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
2015 Prius 1225 gas/electric Hybrid Sedan	\$25,779.00	26,079.00

State manufacturer's warranty: 36 mo or 36,000 miles ltd comp warranty 88 mo or 80,000 miles drive train 88 mo 100,000 miles hybrid

State vehicle miles per gallon (MPG): 51 City / 48 Highway

Specify alternate engine size and emission rating: 1.8L 4Cyl DOHC with VVT-i

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

electronically controlled continuously variable transmission projector beam halogen headlights with auto off feature led tail lamps

weather linked variable intermittent windshield wiper sfo trip auto climate control with an electric compressor cruise control

multi information display remote hood and fuel filler door release rear dome light and cargo area lamp bno 12V auxiliary power outlet

star safety system includes enhanced vehicle stability control vsc &amp; traction control trac anti lock brake system abs with electronic

brake force distribution abd and brake assist driver and front passenger air bag system direct tire pressure monitor system 3 point

seat belts in all seating positions engine immobilizer

Exterior Color: List available colors:

Black, Nautical Blue Metallic, Sea Glass Pearl, Barcelona Red Metallic, Absolutely Red, Winter Gray Metallic, Classic Silver Metallic, Blizzard Pearl

Seats, Cloth: List available colors:

dark gray, mist gray, bisque

GVW:

(When Applicable)

WHEELBASE:

(When Applicable)

## OPTION PACKAGE PAGE - ALTERNATE FUEL #256

(Use separate page for each package)

## CARSON CITY TOYOTA SCION

Specify State's Vehicle Item Number: 1.3A

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

Option Package Name/Code: \$

List Equipment Features Below:

FE: Federal Emissions - No Charge

PC: Special Color- \$ 395.00

SW: Solar Roof Package - power tilt/slide moonroof with solar powered ventilation system with remote air conditioning system with sliding sunshade. \$ 1335.00

2Q: All Weather Mat &amp; Cargo Mat \$ 175.00

CF: Carpet Floor Mats - \$ 199.00

BM: Body Side Molding \$ 209.00

3Z: First Aid Kit \$29.00

CONTACT DANA WHALEY FOR INCENTIVE &amp; REBATE SPECIALS

## ITEMIZED OPTION PAGE - ALTERNATE FUEL #256

(Use separate page for each package)

## CARSON CITY TOYOTA SCION

## DEDUCT AMOUNT

ABS Brake System	\$ standard	\$-
Alternate Fuel:	\$	
CNG Dedicated	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Air Conditioning	\$	\$-
Extra Key w/FOB	\$no charge	
Limited Slip Differential	\$no charge	\$-
Paint, Metallic	\$na	\$-
Power Mirrors	\$no charge	\$-
Power Locks	\$no charge	\$-
Power Seats	\$na	\$-
Power Windows	\$no charge	\$-
Radio, AM/FM Stereo, Cassette Player	\$	\$-
Radio, AM/FM Stereo, CD	\$no charge	\$-
Rear Window Wiper	\$no charge	\$-
Seats, Vinyl		
Vinyl Colors:		
Skid Plate	\$no	\$-
Tilt Steering & telescope	\$no charge	\$-
Tire, Spare, Full Size	\$	\$-
Other:	\$	\$-

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 300.00 flat charge

## STANDARD PAGE ~ BID# 8255 FLEET VEHICLES

fleet@fordcountryv.com

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

Specify State's Vehicle Item Number: 4.4 Passenger Van: 1 Ton: 15 passengers (page 1)

Please provide MSRP pricing: \$40,855

Specify MANUFACTURER, MODEL, NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
---	------------------------------------	-----------------------------

FORD, TRANSIT, 2017, (X22)	\$32,472.00	\$32,072
----------------------------	-------------	----------

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

Specify engine size and emission rating: 3.7L TI-VCT V6 E85 FLEX FUEL

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

Exterior Color: List available colors:

School Bus Yellow, Vermilion Red, Oxford White - No Charge

Blue Jeans, Pueblo Gold, Tuxedo Black, Ingot Silver, Sterling Gray &amp; Green Gem - \$129 extra charge

Seats, Vinyl: List available colors:

Pewter Vinyl

GVW: 9000#

(When Applicable)

WHEELBASE: 148"

(When Applicable)

## OPTION PACKAGE PAGE ~ BID# 8255 FLEET VEHICLES

fleet@fordcountryv.com

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

Specify State's Vehicle Item Number: 4.4 Passenger Van: 1 Ton: 15 passengers (page 2)

Option Package Name/Code: XLT Package \$1,485

List Equipment Features Below:

Full Wheel Covers, Auto Headlamps, Chrome Grill, Rain Sensing Wipers, CD Player,

Full Carpeting, Rear Seat Recline, Cloth Seats, Cruise Control

## ITEMIZED OPTION PAGE ~ BID# 8255 FLEET VEHICLES

Specify State's Vehicle Item Number: 4.4 Passenger Van: 1 Ton: 15 passengers (page 3)

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

fleet@fordcountryv.com

DEDUCT AMOUNT

Backup Alarm	\$130	\$-
Cruise Control	\$299	\$-
Engine Block Heater	\$69	\$-
Battery, Heavy Duty Auxiliary	\$272	\$-
Heavy Duty Alternator	\$240	\$-
Hitch Receiver	\$447	\$-
Integrated Trailer Brake	\$211	\$-
Additional Key w/fob	\$65	\$-
Diesel Manual Regeneration	\$345	\$-
Backup Camera	standard	\$-
Sliding Side Door	\$285	\$-
Running Board	\$148	\$-
Reverse Vehicle Aid Sensor	\$272	\$-
Radio, AM/FM Stereo, CD, SYNC	\$612	\$-
Seats, Cloth - Color, Pewter	\$139	\$-
16" Aluminum Rims	\$391	\$-
Upfitter Switches (requires dual batteries)	\$79	\$-
Privacy Glass	\$621	\$-
Trailer Tow Mirrors	\$203	\$-
Ford Telematics	\$824	
Daytime Running Lights	\$41	
3.5L EcoBoost V6 Engine	\$1,718	\$-
3.2L Diesel Engine	\$5,193	\$-
Limited Slip Axle	\$299	\$-
Medium Roof Option	\$1,522	\$-
High Roof Option	\$3,145	\$-
DRW Extended Length (includes EcoBoost motor)	\$4,160	\$-

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

TOTAL  
\$136,870

36,870





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

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

Date: June 23, 2016  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Heather Field, 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 AGRICULTURE –  
AGRICULTURE REGISTRATION/ENFORCEMENT**

Agenda Item Write-up:

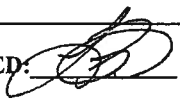
Pursuant to NRS 334.010, the Department of Agriculture requests approval to purchase one used vehicle in Fiscal Year 2017 in the amount of \$6,586.

Additional Information:


The agency requests to purchase one used pickup truck for the new Agriculture Enforcement Officer position approved by the Interim Finance Committee on February 12, 2016. The vehicle purchase, in the amount of \$6,586, was included as a portion of the new position's expenses. A used vehicle was not purchased during Fiscal Year 2016 due to lack of availability until close to the end of the fiscal year. In addition, the agency did not wish to begin the Board of Examiners approval process until a vehicle was available. A work program has been submitted to carry forward the approved purchase authorization into Fiscal Year 2017, and that work program is contingent upon the approval of this request.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: 
ACTION ITEM: _____

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

<b>Agency Name:</b> Department of Agriculture	<b>Budget Account #:</b> 4545
<b>Contact Name:</b> Mike Geissinger	<b>Telephone Number:</b> 775-353-3727
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:	
<b>Number of vehicles requested:</b> <u>1</u> <b>Amount of the request:</b> <u>\$6,586</u> <b>Is the requested vehicle(s) new or used:</b> <u>Used</u> <b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> Pickup Truck <b>Mission of the requested vehicle(s):</b> AG Enforcement Officer	
<b>Were funds legislatively approved for the request?</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>If yes, please provide the decision unit number:</b>  <b>If no, please explain how the vehicles will be funded?</b> Work Program C34878 Funds to be balanced forward to FY17 by WP C36163
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b>  <input checked="" type="checkbox"/> <u>  </u> Addition(s) <input type="checkbox"/> <u>  </u> Replacement(s)	
<b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b> Yes	
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b><u>Current Vehicle Information:</u></b> 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.  _____  If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.  _____
<b>APPOINTING AUTHORITY APPROVAL:</b>  <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;">       Acting Fiscal Administrator        _____        Title     </div> <div style="text-align: center;">       6/15/16        _____        Date     </div> </div>	
<b>BOARD OF EXAMINERS' APPROVAL:</b>  <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">       _____        Board of Examiners     </div> <div style="text-align: center;">       _____        Date     </div> </div>	

Revised 7/13/10

## EXCESS VEHICLE ADVANTAGE RXQ Input Form

### Header Information:

Doc Number RXQ <u>550</u> <u>X16047</u>	
Date of Record <u>06/01/2016</u>	BFY <u>16</u>
Vendor Number <u>D08300008</u>	Vendor Name <u>NEVADA STATE SURPLUS PROP.</u>
Del Date <u>07/01/2016</u>	Ship/Bill <u>010</u> / <u>379</u>
Responsible Agency/Org <u>550</u> / <u>0400</u>	Division <u>AGRICULTURE</u>
Requested by <u>MIKE GEISSINGER</u>	Phone <u>(775) 353-3727</u>
Responsible Person <u>MIKE GEISSINGER</u>	
Requisition Type : <input checked="" type="checkbox"/> <b>X</b>	
Comm/Acc (circle one) :    Yes            No	

### Accounting Details:

Line	Fund	Agency	Org/Sub	Appr Unit	Obj/Sub	Job No.	Amount
01	101	550	0400	454505	8380	PESTFEES	6586.00
02							
03							
04							
05							
<b>Total Acctg Ln.</b>							<b>\$ 6586</b>

### Commodity Details:

Line	CommCode	Unit	AcctLn	Description and Vehicle Id. No.(VIN#)	Qty	Unit Cost /Ext Cost
01	07048FA	EACH	01	2008 GMC PICKUP 2500HD CRED	1	\$ 6586.00 /\$ 6,586.00
02						/ \$ 0.00
03						/ \$ 0.00
04						/ \$ 0.00
05						/ \$ 0.00
06						/ \$ 0.00
					Ttl. Cost	<b>\$ 6,586.00</b>

**Object Attached : Board of Examiner's approval to purchase**

### Approval History:

Appr Level	Approve By:	Approval Date:
2		
3		
4	Purchasing	
5	<b>Purchasing</b>	



**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](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: July 12, 2016

To: James R. Wells, 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.

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

Agenda Item Write-up:

Replacement Vehicle Request: Pursuant to NRS 334.010 the Department of Public Safety, Division of Investigations requests approval to replace three vehicles at a cost not to exceed \$87,750.

Additional Information:

The request for the purchase of replacement vehicles was approved in the agency 2015-17 legislatively approved budget in decision unit E-711.

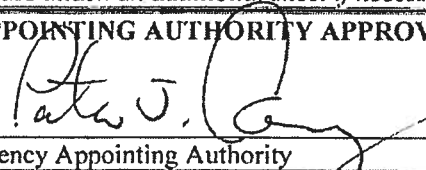
Statutory Authority:

BOE approval required pursuant to NRS 334.010.

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

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

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

<b>Agency Name:</b> Investigations	<b>Budget Account #:</b> 3743
<b>Contact Name:</b> Ryan Miller	<b>Telephone Number:</b> 684 - 7427
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p><b>Number of vehicles requested:</b> <u>3</u>      <b>Amount of the request:</b> <u>\$87,750</u></p> <p><b>Is the requested vehicle(s) new or used:</b> <u>All new</u></p> <p><b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> <u>All SUVs</u></p> <p><b>Mission of the requested vehicle(s):</b> <small>To provide officers with reliable undercover vehicles to accomplish the Division's mission of conducting Narcotics Enforcement, Major Crimes Investigations and/or Homeland Security Investigations.</small></p>	
<b>Were funds legislatively approved for the request?</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, please provide the decision unit number:</b> <u>E711</u> <b>If no, please explain how the vehicles will be funded?</b>
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b>  <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> <u>3</u> Replacement(s)	
<b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b> <u>1308 6. allows law enforcement vehicles to be exempt.</u>	
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b>Current Vehicle Information:</b> Vehicle #1 Model Year: <u>2008</u> Odometer Reading: <u>115,538</u> Type of Vehicle: <u>Jeep Cherokee -SUV</u>  Vehicle #2 Model Year: <u>2008</u> Odometer Reading: <u>115,750</u> Type of Vehicle: <u>Dodge Nitro-SUV</u>	<b>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</b>  <u>Yes, the vehicles being replaced have exceeded their mileage and/or age thresholds as outlined in SAM.</u>  <b>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</b>
<i>Please attach an additional sheet if necessary</i>	
<b>APPOINTING AUTHORITY APPROVAL:</b>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">         _____        Agency Appointing Authority     </div> <div style="text-align: center;"> <u>CHIEF</u>        _____        Title     </div> <div style="text-align: center;"> <u>7-1-16</u>        _____        Date     </div> </div>	
<b>BOARD OF EXAMINERS' APPROVAL:</b>  <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase  <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">       _____        Board of Examiners     </div> <div style="width: 40%;">       _____        Date     </div> </div>	

Revised 7/13/10

**INVESTIGATIONS 3743**

**BOE VEHICLE PURCHASE INFORMATION**

**Vehicle #3**

**Model Year: 2008**

**Current Odometer Reading: 105,541**

**Type: Dodge Durango - SUV**

# STANDARD PAGE/COST MATRIX ~ 8255 FLEET

(Use separate page for each package)

## CARSON CITY TOYOTA SCION

**Specify State's Vehicle Item Number:5.2**

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

Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
2016 Toyota Rav4 LE AWD 4432	\$25,963.00	\$26,163.00

**State vehicle miles per gallon (MPG): 24 City / 31 Highway**

**State manufactures warranty: basic coverage 3yr 36,000 mile 5yr 60,000 miles power train**

**Specify engine size and emission rating: 2.5 liter 4cylinder DOHC16 valve dual vvti**

**Includes Minimum Standard Equipment Listed: ☒ X Yes ☐ No If no, state exceptions:**  
 star safety system includes enhanced vehicle stability control (VSC), traction control (TRAC) anti-lock  
 brake system (ABS) electronic brake force distribution( EBD) brake assist(BA)and smart stop technology  
 (SST) driver and front passenger advanced air bag system driver knee bag front passenger and front  
 and second row roll sensing side curtain air bags, driver and front passenger whiplash lessening seats  
 daytime running lights,one touch 3 blink turn signal indicator, cruise control,privacy glass on rear side,  
 quarter and lift gate window,power door locks with shift linked automatic lock/unlock feature rear window  
 defogger with timer,engine immobilizer, back up camera with guidelines

**Exterior Color: List available colors:**

Black, Hot Lava, Blue Crush Metallic, Barcelona Red Metallic, Pyrite Mica, Magnetic Gray Metallic,  
 Classic Silver Metallic, Blizzard Pearl, Super White.

**Seats, Cloth: List available colors:**

Ash, Black

**GVW: 4600**

**WHEELBASE:104.7**

(When Applicable)

(When Applicable)



# OPTION PACKAGE PAGE ~ 8255 FLEET

(Use separate page for each package)

## CARSON CITY TOYOTA SCION

Specify State's Vehicle Item Number: 5.2	
(i.e. 1.1 Sedan: Full size, 4 door, 6 passenger)	
Option Package Name/Code:	\$
List Equipment Features Below:	
FE Federal Emissions: NO CHARGE	
CF Carpet floor mats: \$ 199.00	
RR Roof Rails: \$ 134.00	
TC Tonneau Cover: \$ 81.00	
ED Entune Audio Plus \$ 602.00	
CONTACT DANA WHALEY TO FIND OUT ABOUT ANY FACTORY INCENTIVES	

$$\begin{array}{r}
 25,963 \\
 \times \quad 3 \\
 \hline
 \$ 77,889
 \end{array}
 \qquad
 \begin{array}{r}
 225 \\
 \times \quad 3 \\
 \hline
 675
 \end{array}$$

TOTAL \$ 78,564

Build-out Costs =  $2900.56 \times 3 = 8701.68$

# ITEMIZED OPTION PAGE ~ FLEET 8255

(Use separate page for each package)

## CARSON CITY TOYOTA SCION

Air Conditioning	\$	\$-
Cruise Control	\$	\$-
Diesel Engine	\$	\$-
Engine Block Heater	\$	\$-
Four Wheel Drive (4x4)	\$	\$-
Heavy Duty Alternator	\$	\$-
Hitch Receiver	\$	\$-
Integrated Trailer Brake (3/4 ton only)	\$	\$-
Keyless Entry w/Fob (must have power door locks)	\$	\$-
Limited Slip Differential	\$	\$-
Paint, Metallic	\$	\$-
Power Mirrors	\$	\$-
Power Locks	\$	\$-
Power Seats	\$	\$-
Power Windows	\$	\$-
Radio; AM/FM Stereo, Cassette Player	\$	\$-
Radio; AM/FM Stereo, Cassette Player, CD	\$	\$-
Rear Window Wiper	\$	\$-
Seats, Vinyl		
Vinyl Colors:		
Skid Plate	\$	\$-
Tilt Steering	\$	\$-
Tire, Spare, Full Size	\$	\$-
Trailer Tow Mirrors	\$	\$-
Trailer Tow Package	\$	\$-
Other: CARPET FLOOR MATS / CARPET MAT	\$ 225	\$-

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 300 Flat Fee

Brian Sandoval  
Governor



August  
BOE

James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

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

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

Date: July 18, 2016

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

From: Curtis Palmer, Budget Analyst *cp*  
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**NEVADA DEPARTMENT OF WILDLIFE**

Agenda Item Write-up:

Pursuant to NRS 334.010, the Nevada Department of Wildlife, requests approval to purchase twelve new vehicles in Fiscal Year 2017 in the amount of \$439,715.

Additional Information:

The department seeks approval to purchase twelve new vehicles to replace twelve vehicles that have reached or exceeded the mileage and/or age replacement schedule criteria of SAM 1309. The vehicles are used to conduct various operations as part of the mission of the department. The vehicle purchase was legislatively approved in the 2015-17 Biennium for purchase during Fiscal Year 2017.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.



REVIEWED: *SB*

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

NDOW Vehicle Purchase  
FY17  
As of 7/18/16

BA	DEC Unit	Count	Unit Price	Total
4464	E711	1	\$31,351	\$31,351 ✓
4463	E711	6 ✓	\$37,625 ✓	\$225,750 ✓
4465	E711	1	\$30,911	\$30,911 ✓
4465	E711	1	\$35,254	\$35,254 ✓
4467	E711	1	\$27,968	\$27,968 ✓
4467	E711	1	\$48,431	\$48,431 ✓
4467	E711	1	\$40,050	\$40,050 ✓
		<u>12</u>		<u>\$439,715</u>

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

<b>Agency Name:</b> Wildlife	<b>Budget Account #:</b> 4464
<b>Contact Name:</b> Liz O'Brien	<b>Telephone Number:</b> 775-688-1982
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:	
<b>Number of vehicles requested:</b> <u>1</u> <b>Amount of the request:</b> <u>\$31,351</u> <b>Is the requested vehicle(s) new or used:</b> <u>New</u> <b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> Pick up truck <b>Mission of the requested vehicle(s):</b> To replace a current field vehicle with high mileage	
<b>Were funds legislatively approved for the request?</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, please provide the decision unit number:</b> E711 <b>If no, please explain how the vehicles will be funded?</b>
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b>  <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> Replacement(s)	
<b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b> Yes	
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b>Current Vehicle Information:</b> Vehicle #1 Model Year: 2008 Odometer Reading: 156,400 Type of Vehicle: Pick up truck, Ford  Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	<b>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</b>  Yes  If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
Please attach an additional sheet if necessary	
<b>APPOINTING AUTHORITY APPROVAL:</b>	
 _____ Agency Appointing Authority	 _____ Title
	<u>7/15/16</u> Date
<b>BOARD OF EXAMINERS' APPROVAL:</b>	
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase	
_____ Board of Examiners	_____ Date

Revised 7/13/10

### Vehicle Order Information Form

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

Please print out this page and complete all fields.

<b>Vehicle Item No., Make, Model &amp; No.:</b>	2.13 Truck ¾ ton full size crew cab, shortbed 2015 Ford F-250		
<b>Dealer Name:</b>	Jones West Ford		
<b>Delivery Location:</b>	Reno, NV		
<b>Vehicle Colors:</b>	Exterior: Silver	Interior: Grey	<input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)		\$ 23,381	\$ 23,381.00
SPECIFY OPTIONS: (description)			\$ 7,942.00
XLT Package		\$3,781	
6.2 L V8 Gas SOHC EFI Flex Fuel		Incl.	
Four Wheel Drive (4x4)		\$2,688	
Limited Slip Differential		\$328	
Skid Plate		\$83	
Rear Stabilizing Bar		\$120	
Trailer Brake Controller		\$Incl	
Spray in Bedliner		\$400	
Sync Hands Free		\$386	
Electronic Shift on the fly		\$156	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$ 0.00	\$ 0.00
Total purchase price with options			\$ 31,323.00

DMV Title and DRS Fee's		\$28.25	\$ 28.25
GRAND TOTAL:			\$ 31,351.25



State of Nevada  
Equipment Schedule

6/28/16 8:39 AM

Budget Period: 2015-2017 Biennium (FY16-17)  
Budget Account: 4464 WILDLIFE - GAME MANAGEMENT  
Version: L01 LEGISLATIVELY APPROVED  
Schedule: EQUIPMENT

DU	Catg	GL	Equipment Type	Priority	Yr 1 Count	Yr 1 Rate	Yr 1 Total	Yr 2 Count	Yr 2 Rate	Yr 2 Total
B000	10	7460	EQUIPMENT PURCHASES < \$1,000	5	1	566.00	566	1	566.00	566
B000	12	7460	EQUIPMENT PURCHASES < \$1,000	10	1	2,776.00	2,776	1	2,776.00	2,776
B000	13	7460	EQUIPMENT PURCHASES < \$1,000	20	1	6,302.00	6,302	1	6,302.00	6,302
B000	13	7771	COMPUTER SOFTWARE < \$5,000	75	1	1,350.00	1,350	1	1,350.00	1,350
B000	14	7770	COMPUTER SOFTWARE > \$5,000	80	1	2,100.00	2,100	1	2,100.00	2,100
B000	14	7460	EQUIPMENT PURCHASES < \$1,000	30	1	12,213.00	12,213	1	12,213.00	12,213
B000	15	7460	EQUIPMENT PURCHASES < \$1,000	40	1	3,343.00	3,343	1	3,343.00	3,343
B000	15	7771	COMPUTER SOFTWARE < \$5,000	85	1	3,600.00	3,600	1	3,600.00	3,600
B000	16	7460	EQUIPMENT PURCHASES < \$1,000	45	1	755.00	755	1	755.00	755
B000	17	7460	EQUIPMENT PURCHASES < \$1,000	50	1	882.00	882	1	882.00	882
B000	18	7460	EQUIPMENT PURCHASES < \$1,000	55	1	329.00	329	1	329.00	329
B000	22	7460	EQUIPMENT PURCHASES < \$1,000	60	1	453.00	453	1	453.00	453
B000	24	7460	EQUIPMENT PURCHASES < \$1,000	65	1	174.00	174	1	174.00	174
E350	22	7465	EQUIPMENT PURCHASE \$1,000-\$5,000	90	1	2,192.00	2,192	0	0.00	0
E350	22	7460	EQUIPMENT PURCHASES < \$1,000	95	1	605.00	605	0	0.00	0
E500	13	7460	EQUIPMENT PURCHASES < \$1,000	100	1	-1,840.00	-1,840	1	-1,840.00	-1,840
E500	23	7460	EQUIPMENT PURCHASES < \$1,000	110	1	1,840.00	1,840	1	1,840.00	1,840
E711	05	8310	FORD F-150 TRUCK	120	0	0.00	0	1	31,351.00	31,351
E711	05	8310	CHEVROLET TRUCK	125	1	30,837.00	30,837	0	0.00	0
E711	05	8310	FORD F-150 TRUCK	130	1	29,821.00	29,821	0	0.00	0
E711	05	8310	FORD F-150 TRUCK	135	1	29,821.00	29,821	0	0.00	0
E711	05	7460	EQUIPMENT PURCHASES < \$1,000	140	3	4,935.00	14,805	1	4,935.00	4,935
E720	05	7460	EQUIPMENT PURCHASES < \$1,000	145	3	1,672.00	5,016	1	1,672.00	1,672
E720	05	7465	EQUIPMENT PURCHASE \$1,000-\$5,000	150	6	3,125.00	18,750	0	0.00	0
E720	05	7460	EQUIPMENT PURCHASES < \$1,000	155	12	300.00	3,600	0	0.00	0
E720	05	7460	EQUIPMENT PURCHASES < \$1,000	160	6	399.00	2,394	0	0.00	0
E721	15	7465	DEER GPS COLLARS	175	100	1,500.00	150,000	100	1,500.00	150,000
E900	13	7460	EQUIPMENT PURCHASES < \$1,000	133	-1	-1,840.00	1,840	-1	-1,840.00	1,840

1/6

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

<b>Agency Name:</b> Wildlife	<b>Budget Account #:</b> 4463
<b>Contact Name:</b> Liz O'Brien	<b>Telephone Number:</b> 775-688-1982
<b>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:</b>	
<b>Number of vehicles requested:</b> <u>1</u> <b>Amount of the request:</b> <u>\$37,625</u>	
<b>Is the requested vehicle(s) new or used:</b> <u>New</u>	
<b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> <u>Pick up truck</u>	
<b>Mission of the requested vehicle(s):</b> <u>Law Enforcement Division wildlife and boating patrol in Eastern Nevada</u>	
<b>Were funds legislatively approved for the request?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, please provide the decision unit number:</b> <u>E711</u> <b>If no, please explain how the vehicles will be funded?</b>
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b>  <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> <u>1</u> Replacement(s)	
<b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b> <u>Yes</u>	
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b>Current Vehicle Information:</b> Vehicle #1 Model Year: <u>2009</u> Odometer Reading: <u>169,685</u> Type of Vehicle: <u>Pick up truck, Ford</u>  Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	<b>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</b>  <u>Yes</u>  <b>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</b>
<i>Please attach an additional sheet if necessary</i>	
<b>APPOINTING AUTHORITY APPROVAL:</b>	
<u>Liz O'Brien</u> Agency Appointing Authority	<u>Deputy Director</u> <u>7/15/16</u> Title      Date
<b>BOARD OF EXAMINERS' APPROVAL:</b>	
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase	
_____ Board of Examiners	_____ Date

Revised 7/13/10

2/6

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

<b>Agency Name:</b> Wildlife	<b>Budget Account #:</b> 4463
<b>Contact Name:</b> Liz O'Brien	<b>Telephone Number:</b> 775-688-1982
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p><b>Number of vehicles requested:</b> 1      <b>Amount of the request:</b> \$37,625</p> <p><b>Is the requested vehicle(s) new or used:</b> New</p> <p><b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b>  Pick up truck  <b>Mission of the requested vehicle(s):</b>  Law Enforcement Division wildlife and boating patrol in Western Nevada</p>	
<b>Were funds legislatively approved for the request?</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, please provide the decision unit number:</b> E711 <b>If no, please explain how the vehicles will be funded?</b>
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b>  <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> 1 Replacement(s)	
<b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b> Yes	
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b>Current Vehicle Information:</b> Vehicle #1 Model Year: 2009 - Odometer Reading: 139,052 - Type of Vehicle: Pick up truck, Ford  Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	<b>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</b>  Yes  <b>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</b>
<i>Please attach an additional sheet if necessary</i>	
<b>APPOINTING AUTHORITY APPROVAL:</b>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">   Liz O'Brien  Agency Appointing Authority </div> <div style="text-align: center;">   Deputy Director  Title </div> <div style="text-align: center;"> 7/15/16  Date </div> </div>	
<b>BOARD OF EXAMINERS' APPROVAL:</b>  <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase  <div style="display: flex; justify-content: space-between;"> <div>Board of Examiners</div> <div>Date</div> </div>	

Revised 7/13/10

3/6

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



<b>Agency Name:</b> Wildlife	<b>Budget Account #:</b> 4463
<b>Contact Name:</b> Liz O'Brien	<b>Telephone Number:</b> 775-688-1982
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:	
<b>Number of vehicles requested:</b> <u>1</u> <b>Amount of the request:</b> <u>\$37,625</u>	
<b>Is the requested vehicle(s) new or used:</b> <u>New</u>	
<b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> Pick up truck	
<b>Mission of the requested vehicle(s):</b> Law Enforcement Division wildlife and boating patrol in Western Nevada	
<b>Were funds legislatively approved for the request?</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, please provide the decision unit number:</b> E711 <b>If no, please explain how the vehicles will be funded?</b>
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b>  <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> 1 Replacement(s)	
<b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b> Yes	
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b>Current Vehicle Information:</b> Vehicle #1 Model Year: 2008 ✓ Odometer Reading: 98,612 ✓ Type of Vehicle: Pick up truck, Ford  Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	<b>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</b>  Yes  If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
Please attach an additional sheet if necessary	
<b>APPOINTING AUTHORITY APPROVAL:</b>	
<u>Liz O'Brien</u> Agency Appointing Authority	<u>Deputy Director</u> Title
<u>7/15/16</u> Date	
<b>BOARD OF EXAMINERS' APPROVAL:</b>	
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase	
Board of Examiners	Date

Revised 7/13/10



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

<b>Agency Name:</b> Wildlife	<b>Budget Account #:</b> 4463
<b>Contact Name:</b> Liz O'Brien	<b>Telephone Number:</b> 775-688-1982
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p><b>Number of vehicles requested:</b> <u>1</u>      <b>Amount of the request:</b> <u>\$37,625</u></p> <p><b>Is the requested vehicle(s) new or used:</b> <u>New</u></p> <p><b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b>  Pick up truck</p> <p><b>Mission of the requested vehicle(s):</b>  Law Enforcement Division wildlife and boating patrol in Southern Nevada</p>	
<b>Were funds legislatively approved for the request?</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, please provide the decision unit number:</b> E711 <b>If no, please explain how the vehicles will be funded?</b>
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b>  <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> 1 Replacement(s)	
<b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b> Yes	
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b>Current Vehicle Information:</b> Vehicle #1 Model Year: 2009 ✓ Odometer Reading: 133,565 ✓ Type of Vehicle: Pick up truck, Ford  Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	<b>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</b>  Yes  <b>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</b>
<i>Please attach an additional sheet if necessary</i>	
<b>APPOINTING AUTHORITY APPROVAL:</b>	
 _____ Agency Appointing Authority	 _____ Title
_____ Date	
<b>BOARD OF EXAMINERS' APPROVAL:</b>	
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase	
_____ Board of Examiners	_____ Date

Revised 7/13/10

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

<b>Agency Name:</b> <u>Wildlife</u>		<b>Budget Account #:</b> <u>4463</u>	
<b>Contact Name:</b> <u>Liz O'Brien</u>		<b>Telephone Number:</b> <u>775-688-1982</u>	
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p><b>Number of vehicles requested:</b> <u>1</u>                      <b>Amount of the request:</b> <u>\$37,625</u></p> <p><b>Is the requested vehicle(s) new or used:</b> <u>New</u></p> <p><b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b></p> <p><u>Pick up truck</u></p> <p><b>Mission of the requested vehicle(s):</b></p> <p><u>Law Enforcement Division wildlife and boating patrol in Southern Nevada</u></p>			
<b>Were funds legislatively approved for the request?</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>If yes, please provide the decision unit number:</b> <u>E711</u> <b>If no, please explain how the vehicles will be funded?</b>	
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b>  <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> <u>1</u> Replacement(s)			
<b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b> <u>Yes</u>			
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b>Current Vehicle Information:</b> Vehicle #1 Model Year: <u>2009</u> Odometer Reading: <u>112,943</u> Type of Vehicle: <u>Pick up truck, Ford</u>  Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:		<b>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</b>  <u>Yes</u>  <b>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</b>	
<i>Please attach an additional sheet if necessary</i>			
<b>APPOINTING AUTHORITY APPROVAL:</b>  <div style="display: flex; justify-content: space-between;"> <div> <u>Liz O'Brien</u>              Agency Appointing Authority           </div> <div> <u>Deputy Director</u>              Title           </div> <div> <u>7/15/16</u>              Date           </div> </div>			
<b>BOARD OF EXAMINERS' APPROVAL:</b>  <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase  <div style="display: flex; justify-content: space-between;"> <div>             Board of Examiners           </div> <div>             Date           </div> </div>			

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

<b>Agency Name:</b> Wildlife	<b>Budget Account #:</b> 4463
<b>Contact Name:</b> Liz O'Brien	<b>Telephone Number:</b> 775-688-1982
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p><b>Number of vehicles requested:</b> <u>1</u>      <b>Amount of the request:</b> <u>\$37,625</u></p> <p><b>Is the requested vehicle(s) new or used:</b> <u>New</u></p> <p><b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b></p> <p>Pick up truck</p> <p><b>Mission of the requested vehicle(s):</b></p> <p>Law Enforcement Division wildlife and boating patrol in Western Nevada</p>	
<p><b>Were funds legislatively approved for the request?</b></p> <p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p>	<p><b>If yes, please provide the decision unit number:</b></p> <p>E711</p> <p><b>If no, please explain how the vehicles will be funded?</b></p>
<p><b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b></p> <p><input type="checkbox"/> Addition(s)    <input checked="" type="checkbox"/> Replacement(s)</p>	
<p><b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b></p> <p>Yes</p>	
<p><b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p><b>Current Vehicle Information:</b></p> <p>Vehicle #1 Model Year: 2008 ✓</p> <p>Odometer Reading: 112,766 ✓</p> <p>Type of Vehicle: Pick up truck, Ford</p> <p>Vehicle #2 Model Year:</p> <p>Odometer Reading:</p> <p>Type of Vehicle:</p> <p><i>Please attach an additional sheet if necessary</i></p>	<p><b>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</b></p> <p>Yes</p> <p><b>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</b></p>
<p><b>APPOINTING AUTHORITY APPROVAL:</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">               Liz O'Brien              Agency Appointing Authority         </div> <div style="text-align: center;">               Deputy Director              Title         </div> <div style="text-align: center;"> <u>7/15/16</u>              Date         </div> </div>	
<p><b>BOARD OF EXAMINERS' APPROVAL:</b></p> <p><input type="checkbox"/> Approved for Purchase    <input type="checkbox"/> Not Approved for Purchase</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 40%;">             Board of Examiners         </div> <div style="width: 40%;">             Date         </div> </div>	

Revised 7/13/10

### Vehicle Order Information Form

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

Please print out this page and complete all fields.

<b>Vehicle Item No., Make, Model &amp; No.:</b>	<b>2.13C Dodge Ram 2500 Crew Cab SWB 4x4 Power Wagon</b>		
<b>Dealer Name:</b>	Carson Dodge Chrysler Jeep		
<b>Delivery Location:</b>	Las Vegas		
<b>Vehicle Colors:</b>	Exterior: Lower Two Tone paint	Interior: Dark Slate Gray	Cloth Ø Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 35,250.00	\$ 35,250.00
SPECIFY OPTIONS: (description)			
Engine Block Heater	1	\$ 87.00	
Power Seats	1	\$ 775.00	
Radio: AM/Fm Stereo with single CD	1	\$ 176.00	
Trailer Tow Mirrors	1	\$ 168.00	
Daytime Running Lamps	1	\$ 45.00	
Rear Window Defroster	1	\$ 138.00	
Park Assist System	1	\$ 228.00	
Power Adjustable Pedals	1	\$ 116.00	
Rear Back Up Camera	1	\$ 192.01	
Spray In Liner	1	\$ 421.75	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$	



Total purchase price with options			\$0.00
DMV Title and DRS Fee's		\$ 28.25	\$ 37,596.76
GRAND TOTAL:	\$ 38,726.01		28.25
			\$ 37,625.01

# State of Nevada Equipment Schedule

6/28/16 8:33 AM

Budget Period: 2015-2017 Biennium (FY16-17)  
Budget Account: 4463 WILDLIFE - LAW ENFORCEMENT  
Version: L01 LEGISLATIVELY APPROVED  
Schedule: EQUIPMENT

DU	Catg	GL	Equipment Type	Priority	Yr 1 Count	Yr 1 Rate	Yr 1 Total	Yr 2 Count	Yr 2 Rate	Yr 2 Total
B000	11	7460	EQUIPMENT PURCHASES < \$1,000	200	1	23,704.00	23,704	1	23,704.00	23,704
B000	12	7460	EQUIPMENT PURCHASES < \$1,000	195	1	16,679.00	16,679	1	16,679.00	16,679
B000	14	7460	EQUIPMENT PURCHASES < \$1,000	190	1	13,782.00	13,782	1	13,782.00	13,782
B000	15	7460	EQUIPMENT PURCHASES < \$1,000	185	1	1,440.00	1,440	1	1,440.00	1,440
B000	31	7460	EQUIPMENT PURCHASES < \$1,000	170	1	1,042.00	1,042	1	1,042.00	1,042
B000	35	7460	EQUIPMENT PURCHASES < \$1,000	165	1	1,633.00	1,633	1	1,633.00	1,633
E350	22	7465	EQUIPMENT PURCHASE- \$1,000 BUT LESS THAN \$5,000	135	1	2,192.00	2,192	0	0.00	0
E350	22	7460	EQUIPMENT PURCHASE- LESS THAN \$1,000	140	1	605.00	605	0	0.00	0
E710	05	8270	UNINTERRUPTABLE POWER SUPPLY (UPS)	10	1	15,000.00	15,000	0	0.00	0
E710	05	8270	MOUNTAINTOP REPEATERS W/ DUPLEXERS	5	2	19,179.00	38,358	2	19,179.00	38,358
E710	05	8270	AEROFLEX 3550R RADIO TEST SET	4	1	23,478.00	23,478	0	0.00	0
E710	05	8270	MOTOROLA APX7500 MOBILE RADIOS	3	6	5,421.00	32,526	6	5,421.00	32,526
E710	05	8270	EVINRUDE 225 HP OUTBOARD MOTOR DE225CX	15	2	14,660.00	29,320	0	0.00	0
E710	05	8270	EVINRUDE 225 HP OUTBOARD MOTOR DE225CX	25	0	0.00	0	2	14,660.00	29,320
E710	05	8270	EVINRUDE 225 HP OUTBOARD MOTOR DE225CX	30	0	0.00	0	1	14,660.00	14,660
E710	05	7465	LIGHTBAR REPLACEMENT FOR NV 3557 EX PATROL BOAT	35	1	1,836.00	1,836	0	0.00	0
E710	05	8270	SAFEBOAT COLLAR REPLACEMENT FOR SAFEBOAT	40	1	30,499.00	30,499	0	0.00	0
E710	05	8270	SAFEBOAT COLLAR REPLACEMENT FOR SAFEBOAT	45	0	0.00	0	1	19,865.00	19,865
E710	05	8270	MOTOROLA XTL2500 MOBILE RADIO	55	1	3,109.00	3,109	4	3,109.00	12,436
E710	05	8270	EVINRUDE 225 HP OUTBOARD MOTOR DE225CX	20	0	0.00	0	1	14,660.00	14,660
E711	05	7460	RAM BOX CARGO MANAGEMENT SYSTEM	60	4	1,100.00	4,400	6	1,100.00	6,600
E711	05	7460	GRAPHICS FOR LAW ENFORCEMENT VEHICLES	65	4	450.00	1,800	6	450.00	2,700
E711	05	7460	HEADLIGHT WIG WAGS	75	4	54.00	216	6	54.00	324
E711	05	7480	WHELEN/MOTOROLA SIREN	80	4	640.00	2,560	6	640.00	3,840
E711	05	7460	SPOTLIGHTS	85	4	364.00	1,456	6	364.00	2,184
E711	05	7465	AUXILIARY GAS TANK	90	4	1,890.00	7,560	6	1,890.00	11,340
E711	05	7460	SPARE TIRE MOUNT	100	4	303.00	1,212	6	303.00	1,818
E711	05	7460	WINDSHIELD EMERGENCY LIGHTS	105	4	446.00	1,784	6	446.00	2,676
E711	05	7465	BRUSH GUARD WITH EMERGENCY LIGHTS - DODGE	110	4	1,292.00	5,168	6	1,292.00	7,752
E711	05	8310	FORD F-250 CREW CAB SHORT BED DIESEL	1	1	39,605.00	39,605	0	0.00	0
E711	05	8310	DODGE RAM 2500 CREW CAB GAS BASE MODEL	2	4	37,625.00	150,500	6	37,625.00	225,750
E711	05	7460	REAR EMERGENCY LIGHTS	125	4	517.00	2,068	6	517.00	3,102
E711	05	7460	SHOTGUN LOCKS AND RACKS	130	4	607.00	2,428	6	607.00	3,642
E711	05	7460	RADIO CONSOLE	70	4	680.00	2,720	6	680.00	4,080
E711	05	7460	SPARE TIRE	115	4	392.00	1,568	6	392.00	2,352
E711	05	7460	SPARE RIM	120	4	150.00	600	6	150.00	900
E720	05	8270	FLIR MARINE UNIT FOR BOAT	50	1	7,700.00	7,700	0	0.00	0

1/2

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

<b>Agency Name:</b> <u>Wildlife</u>	<b>Budget Account #:</b> <u>4465</u>
<b>Contact Name:</b> <u>Liz O'Brien</u>	<b>Telephone Number:</b> <u>775-688-1982</u>
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p><b>Number of vehicles requested:</b> <u>1</u>      <b>Amount of the request:</b> <u>\$30,911</u></p> <p><b>Is the requested vehicle(s) new or used:</b> <u>New</u></p> <p><b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b></p> <p><u>Pick up truck</u></p> <p><b>Mission of the requested vehicle(s):</b></p> <p><u>Maintains crew safety and field capability</u></p>	
<p><b>Were funds legislatively approved for the request?</b></p> <p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p>	<p><b>If yes, please provide the decision unit number:</b></p> <p><u>E711</u></p> <p><b>If no, please explain how the vehicles will be funded?</b></p>
<p><b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b></p> <p><input type="checkbox"/> Addition(s)    <input checked="" type="checkbox"/> <u>1</u> Replacement(s)</p>	
<p><b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b></p> <p><u>Yes</u></p>	
<p><b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p><b>Current Vehicle Information:</b></p> <p>Vehicle #1 Model Year: <u>1995</u></p> <p>Odometer Reading: <u>184,502</u></p> <p>Type of Vehicle: <u>Pick up truck, Ford</u></p> <p>Vehicle #2 Model Year: _____</p> <p>Odometer Reading: _____</p> <p>Type of Vehicle: _____</p> <p><i>Please attach an additional sheet if necessary</i></p>	<p><b>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</b></p> <p><u>Yes</u></p> <p><b>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</b></p>
<p><b>APPOINTING AUTHORITY APPROVAL:</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;"> <u><i>Liz O'Brien</i></u>              Agency Appointing Authority         </div> <div style="text-align: center;"> <u><i>Deputy Director</i></u>              Title         </div> <div style="text-align: center;"> <u><i>2/15/16</i></u>              Date         </div> </div>	
<p><b>BOARD OF EXAMINERS' APPROVAL:</b></p> <p><input type="checkbox"/> Approved for Purchase    <input type="checkbox"/> Not Approved for Purchase</p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 45%;">             Board of Examiners         </div> <div style="width: 45%;">             Date         </div> </div>	

Revised 7/13/10

### Vehicle Order Information Form

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

Please print out this page and complete all fields.

<b>Vehicle Item No., Make, Model &amp; No.:</b>	2.15 – 2015 Chevrolet Silverado CC25753 ¾ Ton Truck; Full Size; Extended Cab; Short Bed; 6.0L Vortec V-8 Flex Fuel		
<b>Dealer Name:</b>	Champion Chevrolet		
<b>Delivery Location:</b>	Reno, NV		
<b>Vehicle Colors:</b>	Exterior: Silver Ice Metallic	Interior: Jet Black	<input type="checkbox"/> Cloth <input type="checkbox"/> Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 23,472.00	\$ 23,472.00
SPECIFY OPTIONS: (description)			\$ 7410.00
1LT	1	\$ 3,758.00	
Four Wheel Drive	1	\$ 2,890.00	
Limited Slip Differential	1	\$ 336.00	
Skid Plate	1	\$ 128.00	
Trailer Tow Package w/7-Way wiring	1	\$ 238.00	
Trailer Tow Mirrors	1	\$ 60.00	
Caravan Camper (Tampered Sides, Double Doors, Rear lighting LED, Vent, Tinted Windows)			
Leveling Kit			
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		N/A	N/A
Total purchase price with options	1		\$ 30,882.00

DMV Title and DRS Fee's	1	\$28.25	\$ 28.25
GRAND TOTAL:			\$ 30,910.25
<b>Registered Owner:</b>	Agency Name & Address: Nevada Department of Wildlife 1100 Valley Road Reno, NV 89512		
<b>Legal Owner:</b>	Agency Name & Address: Nevada Department of Wildlife 1100 Valley Road Reno, NV 89512		
<b>County Vehicle Based In:</b>	Elko		
<b>Name &amp; Phone of Person to contact when vehicle is ready for delivery:</b>	Jacob Stoller (775) 777-2398		

2/2

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

Agency Name: <b>Wildlife</b>		Budget Account #: <b>4465</b>	
Contact Name: <b>Liz O'Brien</b>		Telephone Number: <b>775-888-1982</b>	
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: <u>1</u>		Amount of the request: <u>\$35,254</u>	
Is the requested vehicle(s) new or used: <u>New</u>			
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: <u>Pick up truck</u>			
Mission of the requested vehicle(s): <u>Used for towing of large vessels and other equipment</u>			
Were funds legislatively approved for the request?  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If yes, please provide the decision unit number: <u>E711</u> 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 type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> <u>1</u> Replacement(s)			
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. <u>Yes</u>			
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b>Current Vehicle Information:</b> Vehicle #1 Model Year: <u>2007</u> Odometer Reading: <u>120,491</u> Type of Vehicle: <u>Pick up truck, Ford</u>  Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:		Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.  <u>Yes</u>  If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.	
<i>Please attach an additional sheet if necessary</i>			
<b>APPOINTING AUTHORITY APPROVAL:</b>			
<u>Liz O'Brien</u> Agency Appointing Authority		<u>Deputy Director</u> Title	
		<u>7/15/16</u> Date	
<b>BOARD OF EXAMINERS' APPROVAL:</b>			
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase			
_____ Board of Examiners		_____ Date	

Revised 7/13/10

### Vehicle Order Information Form

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

Please print out this page and complete all fields.

<b>Vehicle Item No., Make, Model &amp; No.:</b>	2.13 – 2015 Chevrolet Silverado CC25743 ¾ Ton Truck; Full Size; Crew Cab; Short Bed; 6.6L V-8 Duramax Diesel Engine		
<b>Dealer Name:</b>	Champion Chevrolet		
<b>Delivery Location:</b>	Reno, NV		
<b>Vehicle Colors:</b>	Exterior: Silver Ice Metallic	Interior: Jet Black	<input type="checkbox"/> Cloth <input type="checkbox"/> Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 24,733.00	\$ 24,733.00
SPECIFY OPTIONS: (description)			\$ 8,403.00
Deep Tint Glass	1	\$ 170.00	
Engine, Alt Size 6.6L V-8 Duramax Diesel	1	\$ 7,136.00	
Heavy Duty Alternator	1	\$ 251.00	
Power Windows/Keyless Entry	1	\$ 272.00	
Limited Slip Differential	1	\$ 336.00	
Trailer Tow Package	1	\$ 238.00	
Four Wheel Drive	1	\$ 2,089.00	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		N/A	N/A
Total purchase price with options	1		\$ 35,225.00
DMV Title and DRS Fee's	1	\$28.25	\$ 28.25
<b>GRAND TOTAL:</b>			<b>\$ 35,253.25</b>

# State of Nevada Equipment Schedule

6/28/16 8:39 AM

Budget Period: 2015-2017 Biennium (FY16-17)  
Budget Account: 4465 WILDLIFE - FISHERIES MANAGEMENT  
Version: L01 LEGISLATIVELY APPROVED  
Schedule: EQUIPMENT

DU	Catg	GL	Equipment Type	Priority	Yr 1 Count	Yr 1 Rate	Yr 1 Total	Yr 2 Count	Yr 2 Rate	Yr 2 Total
B000	13	7460	EQUIPMENT PURCHASES < \$1,000	90	1	4,396.00	4,396	1	4,396.00	4,396
B000	14	7460	EQUIPMENT PURCHASES < \$1,000	100	1	3,693.00	3,693	1	3,693.00	3,693
B000	16	7460	EQUIPMENT UNDER \$1,000	105	1	1,281.00	1,281	1	1,281.00	1,281
B000	17	7460	EQUIPMENT PURCHASES < \$1,000	110	1	7,789.00	7,789	1	7,789.00	7,789
B000	18	7460	EQUIPMENT PURCHASES < \$1,000	120	1	7,601.00	7,601	1	7,601.00	7,601
B000	19	7460	EQUIPMENT PURCHASES < \$1,000	130	1	4,429.00	4,429	1	4,429.00	4,429
E710	05	8250	EVINRUDE 250HB OUTBOARD MOTOR	50	1	17,526.00	17,526	0	0.00	0
E710	05	8270	SMITH ROOT 7.5 GPP ELECTROFISHER	45	0	0.00	0	1	16,473.00	16,473
E710	05	8270	SMITH ROOT LR-208 BACKPACK ELECTROFISHER COMBO	40	2	8,784.00	17,568	2	8,784.00	17,568
E711	05	7465	EQUIPMENT FOR FREIGHTLINER	35	0	0.00	0	1	9,561.00	9,561
E711	05	8310	CHEVY SILVERADO	5	0	0.00	0	1	30,911.00	30,911
E711	05	8310	CHEVY SILVERADO	20	1	30,911.00	30,911	0	0.00	0
E711	05	8310	CHEVY 3/4 TON DIESEL	25	0	0.00	0	1	35,254.00	35,254
E711	05	7460	TIRES-CHEVY SILVERADO FY17	160	1	0.00	0	1	866.00	866
E711	05	7460	TIRES CHEVY DIESEL FY17	165	0	0.00	0	1	866.00	866
E711	05	7460	TIRES SILVERADO FY16	170	1	866.00	866	0	0.00	0
E711	05	7465	CARAVAN CAMPER	10	1	0.00	0	2	4,932.00	9,864
E711	05	8280	FREIGHTLINER	30	0	0.00	0	1	86,391.00	86,391
E720	05	8250	DECONTAMINATION STATION	70	1	106,234.00	106,234	1	106,234.00	106,234
E720	05	8220	XPO CARGO TRAILER	55	1	2,345.00	2,345	0	0.00	0
E720	05	8250	AQUA PRESSURE VESSEL FOR FISH EGGS	60	1	26,500.00	26,500	0	0.00	0
E720	05	8250	WATER MEASUREMENT & CONTROLS SYSTEM	75	1	110,615.00	110,615	0	0.00	0
E720	05	7465	JM4 EGG SORTER	65	0	0.00	0	1	7,800.00	7,800



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

<b>Agency Name:</b> Wildlife	<b>Budget Account #:</b> 4467
<b>Contact Name:</b> Liz O'Brien	<b>Telephone Number:</b> 775-688-1982
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p><b>Number of vehicles requested:</b> 1                      <b>Amount of the request:</b> \$27,968</p> <p><b>Is the requested vehicle(s) new or used:</b> New</p> <p><b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> Pick up truck</p> <p><b>Mission of the requested vehicle(s):</b> Perform wildlife and habitat projects in Eastern Nevada</p>	
<p><b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p><b>Current Vehicle Information:</b> Vehicle #1 Model Year: 2008 ✓ Odometer Reading: 117,914 ✓ Type of Vehicle: Pick up truck, Ford</p> <p>Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:</p> <p><i>Please attach an additional sheet if necessary</i></p>	
<p><b>BOARD OF EXAMINERS' APPROVAL:</b></p> <p><input type="checkbox"/> Approved for Purchase    <input type="checkbox"/> Not Approved for Purchase</p> <p>_____ Board of Examiners                      Date</p>	

Revised 7/13/10

2608 - ELKO HABITAT

LL

**Vehicle Order Information Form**



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

Please print out this page and complete all fields.

<b>Vehicle Item No., Make, Model &amp; No.:</b>	2.9 - 2014 Chevrolet Silverado <b>CC15753</b> 1/2 Ton Truck; Full Size; Extended Cab; Short Bed; 4.3L Vortec V-6 Flex Fuel		
<b>Dealer Name:</b>	Champion Chevrolet		
<b>Delivery Location:</b>	Reno, NV		
<b>Vehicle Colors:</b>	Exterior: Silver Ice Metallic	Interior: Jet Black	<input type="checkbox"/> Cloth <input type="checkbox"/> Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 20,102.00	\$ 20,102.00
SPECIFY OPTIONS: (description)			\$ 7,838 .00
1LT	1	\$ 2,807.00	
Four Wheel Drive	1	\$ 3,062.00	
Limited Slip Differential	1	\$ 336.00	
Skid Plate	1	\$ 128.00	
Trailer Tow Package w/7-Way wiring	1	\$ 319.00	
Engine, Alt Size 5.3L Ecotec V-8 (E85 FlexFuel)	1	\$ 931.00	
Bluetooth	1	\$ 255.00	
Leveling Kit			
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		N/A	N/A
Total purchase price with options	1		\$ 27,940.00

DMV Title and DRS Fee's	1	\$28.25	\$ 28.25
GRAND TOTAL:			\$ 27,968.25
<b>Registered Owner:</b>	Agency Name & Address: Nevada Department of Wildlife 1100 Valley Road Reno, NV 89512		
<b>Legal Owner:</b>	Agency Name & Address: Nevada Department of Wildlife 1100 Valley Road Reno, NV 89512		
<b>County Vehicle Based In:</b>	Elko		
<b>Name &amp; Phone of Person to contact when vehicle is ready for delivery:</b>			

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

<b>Agency Name:</b> Wildlife		<b>Budget Account #:</b> 4467	
<b>Contact Name:</b> Liz O'Brien		<b>Telephone Number:</b> 775-688-1982	
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:			
Number of vehicles requested: 1		Amount of the request: \$48,431	
Is the requested vehicle(s) new or used: New			
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:			
Pick up truck			
Mission of the requested vehicle(s):			
Perform wildlife management and habitat projects in Western Nevada			
Were funds legislatively approved for the request?		If yes, please provide the decision unit number:	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		E711	
		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 type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> 1 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.)		Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.	
<b>Current Vehicle Information:</b> Vehicle #1 Model Year: 2002 ✓ Odometer Reading: 167,709 ✓ Type of Vehicle: Pick up truck, Ford		Yes	
Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:		If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.	
Please attach an additional sheet if necessary			
<b>APPOINTING AUTHORITY APPROVAL:</b>			
 Agency Appointing Authority		 Title	
		7/15/16 Date	
<b>BOARD OF EXAMINERS' APPROVAL:</b>			
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase			
Board of Examiners		Date	

RC

**Vehicle Order Information Form**

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

Please print out this page and complete all fields.

<b>Vehicle Item No., Make, Model &amp; No.:</b>	3.6c Truck, 3500 ton, full size, crew cab & chassis, diesel		
<b>Dealer Name:</b>	Reno Dodge		
<b>Delivery Location:</b>	Reno		
<b>Vehicle Colors:</b>	Exterior: Silver	Interior: Gray	<input type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 41,950.00	\$41,950.00
SPECIFY OPTIONS: (description)			\$6,453.00
Four wheel drive	1	\$1,250	
Flat bed	1	\$5,203	
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$	\$0.00
Total purchase price with options			\$48,403.00
DMV Title and DRS Fee's		\$28.25	\$28.25
GRAND TOTAL:			\$48,431.25

3/3

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

<b>Agency Name:</b> Wildlife	<b>Budget Account #:</b> 4467
<b>Contact Name:</b> Liz O'Brien	<b>Telephone Number:</b> 775-688-1982
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:	
<b>Number of vehicles requested:</b> 1 <b>Amount of the request:</b> \$40,050 <b>Is the requested vehicle(s) new or used:</b> New <b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> Pick up truck <b>Mission of the requested vehicle(s):</b> Perform wildlife management and habitat projects in Southern Nevada	
<b>Were funds legislatively approved for the request?</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, please provide the decision unit number:</b> E711 <b>If no, please explain how the vehicles will be funded?</b>
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b>  <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> 1 Replacement(s)	
<b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b> Yes	
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b>Current Vehicle Information:</b> Vehicle #1 Model Year: 2005 Odometer Reading: 236,744 Type of Vehicle: Pick up truck, Ford  Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	<b>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</b>  Yes  If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
Please attach an additional sheet if necessary	
<b>APPOINTING AUTHORITY APPROVAL:</b>  <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;">             _____            Title         </div> <div style="text-align: center;">           7/15/16            _____            Date         </div> </div>	
<b>BOARD OF EXAMINERS' APPROVAL:</b>  <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;">           _____            Board of Examiners         </div> <div style="width: 40%;">           _____            Date         </div> </div>	

Revised 7/13/10

### Vehicle Order Information Form

EW

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

Please print out this page and complete all fields.

<b>Vehicle Item No., Make, Model &amp; No.:</b>	2.13b Truck, ¾ ton, full size, crew cab, diesel		
<b>Dealer Name:</b>	Reno Dodge		
<b>Delivery Location:</b>	Reno		
<b>Vehicle Colors:</b>	Exterior: Silver	Interior: Gray	<input type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 39,550.00	\$39,550.00
SPECIFY OPTIONS: (description)			\$472.00
Engine heater	1	\$77	
Limited slip differential	1	\$276	
Skid plate	1	\$85	
Daytime running lights	1	\$34	
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$	\$0.00
Total purchase price with options			\$40,022.00
DMV Title and DRS Fee's		\$28.25	\$28.25
<b>GRAND TOTAL:</b>			<b>\$40,050.25</b>

# State of Nevada Equipment Schedule

6/28/16 8:36 AM

Budget Period: 2015-2017 Biennium (FY16-17)  
Budget Account: 4467 WILDLIFE - HABITAT  
Version: L01 LEGISLATIVELY APPROVED  
Schedule: EQUIPMENT

DU	Catg	GL	Equipment Type	Priority	Yr 1 Count	Yr 1 Rate	Yr 1 Total	Yr 2 Count	Yr 2 Rate	Yr 2 Total
B000	10	7460	EQUIPMENT PURCHASES < \$1,000	5	1	156.00	156	1	156.00	156
B000	11	7770	COMPUTER SOFTWARE >\$5,000	80	1	1,500.00	1,500	1	1,500.00	1,500
B000	11	7460	EQUIPMENT PURCHASES < \$1,000	10	1	2,864.00	2,864	1	2,864.00	2,864
B000	12	7460	EQUIPMENT PURCHASES < \$1,000	15	1	9,389.00	9,389	1	9,389.00	9,389
B000	13	7460	EQUIPMENT PURCHASES < \$1,000	25	1	4,139.00	4,139	1	4,139.00	4,139
B000	14	7460	EQUIPMENT PURCHASES < \$1,000	35	1	3,297.00	3,297	1	3,297.00	3,297
B000	15	7460	EQUIPMENT PURCHASES < \$1,000	45	1	5,701.00	5,701	1	5,701.00	5,701
B000	16	7460	EQUIPMENT PURCHASES < \$1,000	55	1	6,777.00	6,777	1	6,777.00	6,777
B000	16	7770	COMPUTER SOFTWARE >\$5,000	85	1	300.00	300	1	300.00	300
B000	17	7460	EQUIPMENT PURCHASES < \$1,000	65	1	6,643.00	6,643	1	6,643.00	6,643
B000	18	7460	EQUIPMENT PURCHASES < \$1,000	75	1	532.00	532	1	532.00	532
E710	05	8340	JOHN DEERE 6115D TRACTOR	90	1	60,000.00	60,000	0	0.00	0
E710	05	8270	BD1113 END WHEEL GRAIN DRILL	95	0	0.00	0	1	15,365.00	15,365
E711	05	8310	CHEVROLET TRUCK	140	1	35,120.00	35,120	0	0.00	0
E711	05	8310	CHEVROLET TRUCK	145	0	0.00	0	1	27,988.00	27,988
E711	05	8310	DODGE TRUCK	150	0	0.00	0	1	48,431.00	48,431
E711	05	8310	FORD TRUCK	155	1	34,687.00	34,687	0	0.00	0
E711	05	8310	DODGE TRUCK	160	0	0.00	0	1	40,050.00	40,050
E711	05	7460	EQUIPMENT PURCHASES < \$1,000	165	2	1,672.00	3,344	3	1,672.00	5,016
E720	05	8340	RANGER 900 UTV	100	1	13,549.00	13,549	1	13,549.00	13,549
E720	05	7465	SKID UTV SPRAYER	105	1	4,905.00	4,905	1	4,905.00	4,905
E720	05	8280	INTERNATIONAL TRUCK & FONTAINE TRAILER	110	0	0.00	0	1	107,500.00	107,500
E720	05	8340	FLEX WING ROTARY CUTTER	115	1	19,548.00	19,548	0	0.00	0
E720	05	8340	H75E S HAMMER	120	1	19,817.00	19,817	0	0.00	0
E720	05	7465	BIG TEX TRAILER	125	0	0.00	0	1	5,451.00	5,451
E720	05	8220	WASTECORP WATER TRAILER	130	1	15,324.00	15,324	0	0.00	0
E720	05	8340	DEW DROP DRILL	135	1	7,545.00	7,545	1	7,545.00	7,545



## 0000 Introduction

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The **State Administrative Manual (SAM)** is a compilation of policy statements concerning the internal operations of State government. Policies are based on authorizing statute or other approved regulations, although policies may be established in the absence of specific statutes where particular guidance and instructions are necessary for agencies to conduct business. This manual is published for use as a guide in conducting the State's business, and individual departments or divisions within the Executive Branch of state government may not establish policies that contradict or supersede the State Administrative Manual, except where expressly outlined in this document. Users Departments, divisions, agencies, or other organizations of state government that requiring more detailed information should reference the applicable statutes that are cited following many of the policy statements, reference specific statutes pertaining to the department, agency or office, or contact the Department of Administration Budget Division of the Governor's Finance Office.

This edition of SAM replaces all previous editions. New material has been underlined for easy identification.

Questions or comments regarding SAM should be directed to:

Nevada Department of Administration  
Director's Office Governor's Finance Office  
Budget Division  
209 E. Musser Street, Room 200  
Carson City, NV 89701-4298  
(775) 684-0222

Julia Teska, Director Department of Administration James R. Wells, Director, Governor's Finance Office

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## 0002 Purpose

The **State Administrative Manual (SAM)** presents to all State agencies a single reference source for policies, procedures, regulations and information issued by the Legislature, the Board of Examiners Board of Examiners, the Governor's Finance Office, the Department of Administration and other contributing agencies.

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## 0004 Jurisdiction

SAM is an official publication of the Department of Administration Governor's Finance Office and is issued under authority of the Governor and the Board of Examiners (NRS 353.040). The Governor instructs all State executive agencies to comply with the provisions of this manual to promote economy and efficiency in the government of the State of Nevada.

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## 0006 Exceptions

Deviations from this manual are permitted only upon ~~written exemption approval of the Board of Examiners for~~ the agency requesting the exception~~concerned~~. Exceptions approved for one agency may not be used by other agencies without Board of Examiners' approval.

Constitutional agencies with broad powers (e.g., the Nevada System of Higher Education) are expected to follow these regulations when not in conflict with the Constitution, Nevada Revised Statutes or Board of Regents' regulations.

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## **0100 Board of Examiners Policies**

### **0102 Placement of Items on the Agenda**

Any Board of Examiners (BOE) member is entitled to place items on the agenda; and any Constitutional Officer of the State of Nevada may request items to be placed on the agenda upon the Clerk of the Board's determination that the item is legal and within the jurisdiction of the Board of Examiners.

### **0104 Agency Attendance and Notification**

BOE agenda action items ~~(items preceded by with an asterisk on the agenda)~~ require mandatory attendance by appropriate agency staff to present their items (NRS 353.035). Agencies must also be prepared to present information regarding ~~with the exception of~~ leases, contracts, and ~~Master Service Agreements~~, which may be pulled on a case by case basis. ~~Any Board member who wishes to pull an agenda item for discussion, particularly items generally taken on a consent basis such as leases, contracts, and Master Service Agreements, shall notify the Clerk of the Board prior to the BOE meeting of the items he/she wishes to be pulled for discussion. The Clerk of the BOE or his or her designee shall notify the appropriate agency of any agenda item(s) that has been identified by a member of the Board as an item for discussion. Any agency with an item pulled for discussion should have the appropriate staff member(s) present at the BOE meeting to respond to Board Members' questions.~~

~~Any Board member who wishes to pull an agenda item for discussion, particularly items generally taken on a consent basis such as leases, contracts, and master service agreements, shall notify the Clerk of the Board prior to the BOE meeting of the items he/she wishes to be pulled for discussion. The Clerk of the BOE or his or her designee shall notify the appropriate agency of any agenda item(s) that has been identified by a member of the Board as an item for discussion. Any agency with an item pulled for discussion should have the appropriate staff member(s) present at the BOE meeting to respond to Board Members' questions.~~

The agency is not required to attend the BOE meeting if an agency's only agenda items are leases, contracts, ~~Master Service Agreements~~, or information items and they are not contacted by the Clerk of the Board or his ~~or~~ her designee regarding additional item(s) identified for discussion.

### **0106 Distribution of Meeting Materials**

The Clerk of the Board must disseminate meeting materials to each member of the Board no less than 5 working days before the meeting unless notified by the Clerk or his designee.

### **0108 Sole Source Contracts**

If a sole source contract is placed on the agenda, the contract materials provided to the Board members must include the sole source or non-competitive procurement approval request. Agencies must attach

this in CETS in the tab marked "Addl. Info" and the document should be attached in the "Supporting Info (Prints on BOE Agenda)" area.

## **0110 Retroactive Contracts**

If an agency has submitted a retroactive contract for inclusion on the action item agenda, the agency must attach a memorandum explaining why the contract should be approved retroactively. The memorandum must be on agency letterhead and must be attached in CETS in the tab marked "Addl. Info" and the memo should be attached in the "Supporting Info (Prints on BOE Agenda)" area.

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## 0600 Administrative Procedures

### 0602 General

The Nevada ~~Administrative Procedure Act~~, ~~Revised Statute~~ NRS Chapter 233B, sets minimum procedures for (1) regulation-making and (2) adjudication by ~~administrative~~ agencies of State government. The Nevada Administrative Procedures Act is particularly concerned with providing greater public awareness of and participation in administrative rulemaking. [\[HYPERLINK TO http://www.leg.state.nv.us/NRS/NRS-233B.html\]](http://www.leg.state.nv.us/NRS/NRS-233B.html)

### 0604 ~~Agencies Affected~~ Application

The Nevada Administrative Procedures Act applies to all agencies in the Executive Branch of State government authorized to make regulations or to determine contested cases, with certain statutory exceptions. (NRS 233B.039). ~~except:~~

- ~~1. The Governor~~
- ~~2. The Department of Corrections~~
- ~~3. The Nevada System of Higher Education~~
- ~~4. The Office of the Military~~
- ~~5. The State Gaming Control Board Except as otherwise provided in NRS 368A.140~~
- ~~6. The Nevada Gaming Commission~~
- ~~7. The State Board of Parole Commissioners with respect to contested cases~~
- ~~8. The Welfare Division of the Department of Human Resources~~
- ~~9. The Board of Examiners in reviewing Victims of Crime Claims~~
- ~~10. The Office of the State Engineer except as otherwise provided in NRS 533.365~~
- ~~11. Any order for immediate action made by any agency in the discharge of a responsibility for the preservation of human or animal health or for insect or pest control~~
- ~~12. The State Board of Pharmacy for an extraordinary regulation concerning the scheduling of a controlled substance to avoid an imminent hazard to public safety. Such regulation may be issued only if the substance is in no other schedule and no exemption or approval is in effect under the federal Food, Drug, and Cosmetic Act. Extraordinary regulations of this nature expire one year after adoption.~~
- ~~13. The Division of Industrial Relations of the Department of Business and Industry acting to enforce the provisions of NRS 618.375~~
- ~~14. The board to review claims in adopting resolutions to carry out its duties pursuant to NRS 590.830~~
- ~~15. The Administrator of the Division of Industrial Relations of the Department of Business and Industry in establishing and adjusting the schedule of fees and charges for accident benefits pursuant to subsection 2 of NRS 616C.260.~~
- ~~16. The Division of Health Care Financing and Policy of the Board of Examiners in reviewing Victims of Crime Claims and Department of Human Resources.~~
- ~~17. Except as otherwise provided in Subsection 5 and NRS 391.323, the Department of Education, the Board of the Public Employees' Benefit Program and the Commission on Professional Standards in Education with respect to contested cases.~~



- ~~18. The Special Provisions of: Chapter 612 of the NRS for the Distribution of Regulation by and the Judicial Review of Decisions of the Employment Security Division of the Department, Training and Rehabilitation.~~
- ~~19. Chapters 616A to 617, inclusive of NRS for the Determination of Contested Claims.~~
- ~~20. Chapter 703 of NRS for the Judicial Review of Decisions of the Public Utilities Commission of Nevada.~~
- ~~21. Chapter 91 of NRS for the Judicial Review of Decisions of the Administrator of the Securities Division of the Office of the Secretary of state; And~~
- ~~22. NRS 90.800 for the use of Summary Orders in contested cases, prevail over the general provisions of this Chapter.~~
- ~~23. The provisions of NRS 233B.122, 233B.124, 233B.125, and NRS 233B.126 do not apply to the Department of Human Resources in the Adjudication of contested cases involving the issuance of letters of approval for Health Facilities and Agencies.~~

## **~~0606 Definition of Regulation~~**

~~Regulation means:~~

- ~~1. An agency rule, standard, directive or statement of general applicability which effectuates or interprets law or policy, or describes the organization, procedure or practice requirements of any agency;~~
- ~~2. A proposed regulation;~~
- ~~3. The amendment or repeal of a prior regulation; and~~
- ~~4. The general application by an agency of a written policy, interpretation, process or procedure to determine whether a person is in compliance with a federal or State statute or regulation in order to assess a fine, monetary penalty or monetary interest.~~

~~The act does not, however, apply to:~~

- ~~1. A statement concerning only the internal management of an agency and not affecting private rights or procedures available to the public;~~
- ~~2. A declaratory ruling;~~
- ~~3. An intra-agency memorandum;~~
- ~~4. A manual of internal policies and procedures or audit procedures of an agency which is used solely to train or provide guidance to employees and which is not used as authority in a contested case to determine whether a person is in compliance with a federal or State statute or regulation;~~
- ~~5. An agency decision or finding in a contested case;~~
- ~~6. An advisory opinion issued by an agency that is not of general applicability;~~
- ~~7. A published opinion of the Attorney General;~~
- ~~8. An interpretation of an agency that has statutory authority to issue interpretations;~~
- ~~9. Letters of approval, concurrence or disapproval issued in relation to a permit for a specific project or activity;~~
- ~~10. A contract or agreement into which an agency has entered;~~
- ~~11. The provisions of federal law, regulations or guidelines;~~
- ~~12. An emergency action taken by an agency that is necessary to protect public health and safety;~~
- ~~13. The application by an agency of a policy, interpretation, process or procedure to a person who has sufficient prior actual notice of the policy, interpretation, process or procedure to determine~~



~~whether the person is in compliance with a federal or State statute or regulation in order to assess a fine, monetary penalty or monetary interest;~~

~~14. A regulation concerning the use of public roads or facilities which is indicated to the public by means of signs, signals and other traffic control devices that conform with the manual and specifications for a uniform system of official traffic control devices adopted pursuant to the NRS; #The classification of wildlife or the designation of seasons for hunting, fishing or trapping by regulation of the Board of Wildlife Commissioners pursuant to the NRS.~~

~~An agency that takes an emergency action shall file with the legislative counsel within 5 working days after taking the action a statement that describes the action and reason for the action. If federal law, regulation, interpretation or instruction prohibits an agency from describing the action taken or the reason for the action, the statement must cite the federal law, regulation, interpretation or instruction that prohibits such disclosure. The legislative counsel shall include a statement filed pursuant to this requirement in the register of administrative regulations published pursuant to the NRS.~~

## **0608 Regulation-Making Authority**

To the extent authorized by law, each agency may adopt reasonable regulations to aid it in carrying out the functions assigned to it and shall adopt such regulations necessary ~~to~~ for the proper execution of those functions. Regulations implement legislative policy and therefore must be consistent with that policy. Administrative regulations must be within the statutory rulemaking authority of the agency, and cannot contradict or conflict with the statutes they are intended to implement. Furthermore, an agency must have specific authority authorizing it to charge or collect a fee before a regulation imposing any such fee may be enacted.

## **0609 Effect of Regulations**

If adopted and filed in accordance with the provisions of the Nevada Administrative Procedures Act, the following regulations have the force of law and must be enforced by all peace officers:

1. The Nevada Administrative Code; and
2. Temporary and emergency regulations

~~In every instance, the power to adopt regulations to carry out a particular function is limited by the terms of the grant of authority under which the function was assigned.~~

## **0610 Regulation-Making Procedure**

Administrative regulations must be adopted in compliance with statutory rulemaking procedures set forth in the Administrative Procedure Act. Agencies should consult the Attorney General when adopting regulations. The Attorney General's Office publishes the Nevada Administrative Rulemaking Manual that explains the law in greater detail. [HYPERLINK TO [http://ag.nv.gov/uploadedFiles/agnv.gov/Content/Publications/Administrative%20Rulemaking%20Manual%201-15%20\(Edited\).pdf](http://ag.nv.gov/uploadedFiles/agnv.gov/Content/Publications/Administrative%20Rulemaking%20Manual%201-15%20(Edited).pdf)]

~~In addition to other regulation-making requirements imposed by law, each agency shall:~~



1. Adopt rules of practice, which set forth the nature and requirements of all formal and informal procedures available, including a description of all forms and instructions used by the agency.
2. Make available for public inspection all regulations adopted or used by the agency and that part of the Nevada Administrative Code, which contains its regulations.
3. Make available for public inspection all final orders, decisions and opinions except those expressly made confidential or privileged by statute.
4. Make available for public inspection written minutes of each public hearing. The agency may record each public hearing and make the recordings available for public inspection.
5. Review its rules of practice at least every 3 years and file with the Secretary of State a statement showing the date on which the most recent rules review was completed and describing any revisions.
6. Review its regulations at least once every 10 years to determine whether it should amend or repeal any regulations. A report of this review must be filed with the Director of the Legislative Counsel Bureau
7. Submit the informational statement prepared pursuant to NRS 233B.066 and an original and 4 copies of each regulation to the Director of the Legislative Counsel Bureau for review by the Legislative Commission.

A permanent regulation becomes effective upon filing with the Secretary of State the original of the final draft or revision of a regulation except as otherwise provided in NRS 233B.0665. If the regulation was adopted without changing any part of the proposed regulation, a summary of the reasons for adopting the regulation without change must be sent to the Secretary of State along with the original of the final draft.

A temporary regulation becomes effective upon filing with the Secretary of State of the original of the final draft or revision of a regulation by the agency, together with the informational sheet prepared pursuant to NRS 233B.066. The agency shall also file a copy of the temporary regulation with the Legislative Counsel Bureau, together with the informational sheet prepared pursuant to NRS 233B.066.

Immediately after each permanent or temporary regulation is filed, the agency shall deliver one copy of the final draft or revision, bearing the stamp of the Secretary of State indicating that it has been filed, including material adopted by reference which is not already filed with the State Librarian, to the State Librarian for use by the public.

## **0612 Emergency Regulations**

1. An agency must find an emergency to exist.
2. The Governor must concur in such a finding.
3. The Governor must give his written endorsement of the proposed rule.

Emergency regulations may be adopted and become effective immediately upon filing with the Secretary of State pursuant to Subsection 3 of NRS 233B.070. The statement of the emergency endorsed by the Governor must be included as a part of the regulation for all purposes. An emergency regulation adopted is effective for a period of not longer than 120 days. A regulation may be adopted by this emergency procedure only once.



## **0614.0 Procedural and Inter-Agency Regulations**

The Administrative Procedures Act requires every agency to adopt procedural regulations and to make these regulations available for public inspection. Orders, decisions and opinions, unless expressly made confidential or privileged, must also be made available for public inspection. If rules and regulations promulgated by State agencies affect other State agencies, then these regulations should be submitted to the Department of Administration, Budget Division, for insertion in SAM.

An agency, which published any regulations in the Nevada Administrative Code, shall use the exact text of the regulation as it appears in the Code, including the lead lines and numbers of sections. Any material, which an agency includes in a publication with its regulations, must be presented in a form, which clearly distinguishes that material from the regulations. (NRS 233B.070)

# 0700 Open Meeting Law

## 0702 Intent

Public bodies working on behalf of Nevada citizens must conform to statutory requirements in open meetings under an agenda that provides full notice and disclosure of discussion topics and any possible action. These requirements are set forth in the Nevada Open Meeting Law, NRS Chapter 241. [HYPERLINK TO <http://www.leg.state.nv.us/NRS/NRS-241.html>] "In enacting this chapter, the Legislature finds and declares that all public bodies exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly." (NRS 241.010).

## 0704 Definitions

### Statutory Definitions

#### 1. ~~Action~~ means:

- ~~a. A decision made by a majority of the members present during a meeting of a public body;~~
- ~~b. A commitment or promise made by a majority of the members present during a meeting of a public body;~~
- ~~c. If a public body may have a member who is not an elected official, an affirmative vote taken by a majority of the members present during a meeting of the public body; or~~
- ~~d. If all members of public body must be elected officials, an affirmative vote taken by a majority of all the members of the public body.~~

2. ~~Meeting~~ means the gathering of members of a public body at which a quorum is present to deliberate toward a decision or to take action on any matter over which the public body has supervision, control, jurisdiction or advisory power. (NRS 241.015(2))

3. ~~Public body~~ means any administrative, advisory, executive or legislative body of the State or a local government which expends or disburses or is supported in whole or in part by tax revenue or which advises or makes recommendations to any entity which expends or disburses or is supported in whole or in part by tax revenue, including but not limited to any board, commission, committee, subcommittee or other subsidiary. "Public body" does not include the Legislature of the State of Nevada. (NRS 241.015)

4. ~~Quorum~~ means a simple majority of the constituent membership of a public body or another proportion established by law. (NRS 241.015(4))

5. ~~Emergency~~ means an unforeseen circumstance that requires immediate action and includes, but is not limited to:

- ~~a. Disasters caused by fire, flood, earthquake or other natural causes; or~~
- ~~b. Any impairment of the health and safety of the public. (NRS 241.020(5))~~

### Non-statutory Definitions

1. ~~Working days~~ include every day of the week except Saturday, Sunday and legal holidays. The actual day of a meeting is not to be considered as one of the three working days referenced in the statute.

As examples, a Thursday meeting should be noticed on Monday of that same week, while a Tuesday meeting must be noticed no later than Thursday of the preceding week. If the Monday before the meeting were a legal holiday, notice would be posted on Wednesday of the prior week.



~~2. A public officer includes all persons elected to governmental positions or any person appointed to a governmental position if their position is created by the constitution or statute, if their duties are specifically set out in the constitution or statute and that person is made responsible, by the constitution or statute for the direction, supervision and control of his/her agency. NRS 281.005(1); Nev. Op. Atty. Gen. No. 193 (September 3, 1975). All positions meeting the criteria just mentioned must be considered "Public Offices" for purposes of NRS 241.030(3)(e).~~

## 0706 Application

1. With limited exceptions, "all meetings of public bodies must be open and public, and all persons must be permitted to attend any meeting of these public bodies." (NRS 241.020(1)). ~~The Attorney General has concluded the~~ Open Meeting Law applies only to public bodies as defined in statute governed by a multi-member authority as contrasted with an agency headed by a single individual. (NRS 241.015).

2. The Nevada Administrative Procedures Act, NRS 233B, requires all workshops and public hearings held for the adoption of regulations to be conducted ~~agencies subject to it to give notice of their intention to adopt rules and regulations at an open public meeting noticed in~~ conformance with the Open Meeting Law. (NRS 233B.061). This ~~special notice of meeting requirement in the Administrative Procedures Act~~ applies to any agency regardless of whether it is a ~~multi-member~~ public body or headed by a single individual.

3. A committee, ~~or~~ subcommittee or advisory body that is given the task of making decisions for or making recommendations to a public body is covered by the Open Meeting Law ~~law whenever a quorum of the committee or subcommittee gathers to deliberate or make a decision.~~

4. ~~The Attorney General concluded that the Open Meeting Law has no application to the Governor acting in his official executive capacity. Nev. Op. Atty. Gen. No. 241 (August 24, 1961).~~

5. ~~Since the Legislature as a whole is not covered, none of its various committees or subcommittees are covered by the law either while the full Legislature is in session. (NRS 241.015(3)).~~

6. ~~NRS 241.015 (2)(b)(2) permits a public body to meet with its legal counsel to receive information regarding potential or existing litigation over which the public body has supervision control or advisory power and to deliberate toward a decision. Such a meeting is a non-meeting for purposes of the Open Meeting Law.~~

7. ~~The Board of Regents of the University of Nevada shall establish for the student governments within the Nevada System of Higher Education requirements equivalent to the Open Meeting Law and shall provide for their enforcement.~~

8. ~~The Nevada Open Meeting Law extends to both deliberations and actions taken by the members of a public body. The Attorney General concludes if a majority of the members of a public body should meet, even informally, to consider matters that are within the ambit of that agency's official business, then the at subject to the provisions of the Nevada Open Meeting Law.~~

9. ~~Attendance at seminars or social functions would not, by itself, require compliance with the open meeting law. But if a quorum of the members of the public body gather together at that seminar or social meeting and begin discussing public business, then there is a possibility that they will be~~



~~meeting or taking "action" as those terms are defined above, and will be required to comply with the open meeting law.~~

~~10. Attendance at seminars or social functions would not, by itself, require NRS 241.010 declares the intent of the law is the actions of all public bodies, as well as their deliberations, will be taken openly. A secret ballot would defeat the accountability factor of individual members of public bodies since their vote would be an anonymous vote. The Attorney General has concluded that a secret ballot is not permissible under the law.~~

~~11. A public body that is required to be composed of elected officials only may not take action by vote unless at least a majority of all the members of the public body vote in favor of the action. For purposes of this section, a public body may not count an abstention as a vote in favor of an action.~~

## 0708 Notice

NRS 241.020 includes detailed requirements for the contents of a public notice and meeting agenda, together with posting requirements. Agendas must include a clear and complete statement of the topics scheduled to be considered during the meeting. NRS 241.020(2)(d)(1). Agendas must also include a list describing the items on which action may be taken and clearly denoting that action may be taken on those items. NRS 241.020(2)(d)(2)). Public bodies should submit all public notice and meeting agendas for review by the Attorney General prior to posting.

~~1. All meetings of public bodies must be open and public and all persons must be permitted to attend any of these meetings, except as otherwise excepted by law. Public officers and employees responsible for these meetings shall make reasonable efforts to assist and accommodate physically disabled persons desiring to attend. (NRS 241.020)~~

~~2. Except in an emergency, written notice of all meetings must be given at least three working days before the meeting. The posting and mailing must occur not later than 9:00 a.m. three working days before the meeting. The notice must include:~~

~~a. The time, place and location of the meeting.~~

~~b. A list of the locations where the notice has been posted.~~

~~c. An agenda consisting of a clear and complete statement of the topics scheduled to be considered during the meeting and a list and description of the items to be voted on during the meeting which must be clearly denoted as items on which action will be taken. The agenda must also include a period devoted to comments by the general public, if any, and discussion upon these comments. No vote may be taken upon a matter raised under this item until the matter itself has been specifically placed on a subsequent agenda as an item upon which action will be taken.~~

~~3. Minimum public notice is:~~

~~a. A copy of the notice posted at the principal office of the public body, or, if there is no principal office, at the building in which the meeting is to be held, and at least three other separate, prominent places within the jurisdiction of the public body.~~

~~A State agency must post notices in four separate places within the State, a county agency must post at least four notices within the county, etc. The Attorney General suggests the person posting the required notices should routinely execute a simple "certificate of posting" for retention in the files as proof that this requirement of law was satisfied.~~



b. Providing a copy of the notice to any person who has requested notice of the meetings of the body. The public body shall inform the requestor that a request for notice lapses six months after it is made with the first notice sent.

## 0710 Emergencies

Occasionally an unforeseen circumstance requiring immediate action may arise which require a public body to call an emergency meeting or take up an emergency item that is not on an agenda for a scheduled meeting. The urgency of the situation may be compounded by the existence of statutory or regulatory deadlines or the fact that the particular body meets only infrequently.

NRS 241.020(2) allows public bodies to conduct an emergency meeting or consider an emergency item without complying with the statutory requirement of providing public notice at least giving the three working days notice prior to the meeting, but all other aspects requirements of the Open Meeting Law apply, e.g., meeting must be open to public and minutes must be kept. The Attorney General cautions the addition of an item to the meeting agenda should never be used as a subterfuge by a public body in order to avoid giving notice of that agenda item to the public. The emergency rule may be used only when immediate action is required and the circumstances were unforeseen. Examples given in the statute include (but not limited to) taking immediate action required during disasters such as fire, flood, earthquake or other natural causes, or unforeseen situations involving an impairment of the health and safety of the public. See NRS 241.020(510). Public bodies should not hold an emergency meeting or consider an emergency item without first consulting the Attorney General as to whether the basis for an emergency exists.

Such a situation is compatible with the definition of "emergency," used by the Legislature to indicate its knowledge that under certain conditions a full three days' written notice may not always be possible or practical.

The Attorney General recommends that any public body which finds itself in this unusual situation provide as much supplementary notice to the public and the news media of an added agenda item as is reasonably possible under all the circumstances.

## 0712 Exemptions

There are specific statutory exemptions and exceptions to the Open Meeting Law; public bodies should consult the Attorney General as to whether an exemption or exception applies.

Statutory Exemptions—Any meeting may be closed to the public where a specific Nevada Revised Statute provides for a private meeting for a particular public body. (NRS 241.020(1))

1. Nothing in NRS 241 prevents a public body from holding a closed meeting to consider: a. The character, b. Alleged misconduct, c. Professional competence, or d. The physical and mental health of a person.

- A public body may also close a meeting to prepare, revise administer, grade examinations conducted by the public body as well as to consider an appeal by a person of the results. *McKay v. Bd. of Supervisors*, 102 Nev. 644, 730 P.2d 438 (1986).
- The Nevada Supreme Court, in the case of *City Council vs. Reno Newspapers*, 105 Nev., 886 784 P.2d 974 (1989) has declared that NRS 241.030 (3)(e) limits the character and competence exception by prohibiting a closed meeting for the discussion of the appointment of any person to public office. The Court stated:



~~We believe that the section permitting closed meetings in certain cases and the blanket prohibition against discussing the appointment of a public officer in closed session can be read in harmony. Accordingly, we construe the statute as permitting public bodies to meet in closed session to consider a person's character, alleged misconduct, professional competence or health except when the matter involved is a discussion of the appointment of a public officer. In such situations, any closure of a meeting violates the Open Meeting Law. City Council vs. Reno Newspapers, at 892.~~

- ~~• This exception must not be used to circumvent the spirit or letter of the law.~~
- ~~• Additionally, a public body shall not hold a closed meeting to consider the character, alleged misconduct, professional competence, or physical or mental health of an elected member of a public body.~~

~~2. A public body shall not hold a meeting to consider the character, alleged misconduct, professional competence, or mental health of any person or to consider an appeal by a person of the results of an examination conducted by or on behalf of the public body unless it has given written notice to that person of the time and place of the meeting. The written notice must be:~~

~~The notice must also include:~~

- ~~a. A list of the general topics concerning the person that will be considered by the public body during the closed meeting; AND~~
- ~~b. A statement that the person may: i. Attend the closed meeting,~~
- ~~ii. Have a representative of his choosing with him/her, and~~
- ~~iii. Present evidence; provide testimony, and present witnesses.~~

~~c. Delivered personally to that person at least five working days before the meeting; OR~~

~~d. Sent by certified mail to the last known address of that person by at least 21 working days before the meeting. A public body must receive proof of service of the notice before such a meeting may be held.~~

~~3. If any portion of a meeting is to be closed to consider the character, alleged misconduct, professional competence, physical or mental health of a person, or to consider taking administrative action against a person; the name of that person must be placed on the agenda. (241.020(a)(c)(4) and (5). The open meeting law does not apply to any hearing conducted by a school board under NRS 392.467 relating to suspension or expulsion of pupils. See NRS 392.467(3).~~

~~4. A person being considered in a closed meeting may waive the closed meeting, and the public body must re-open the meeting unless another person appearing before the public body does not desire that the meeting be open or his/her relevant portion thereof be open.~~

~~5. A meeting or hearing by the Ethics Commission to receive or deliberate on information or evidence concerning the propriety of the conduct of any public officer or employee under NRS 281.511 are not subject to the open meeting law. See NRS 281.511(10).~~

~~The Open Meeting Law does not apply to internal agency staff meetings where typically staff members make individual reports and recommendations to a superior. The technical requirements of a quorum do not apply and decisions are not reached by a vote or consensus. Nor does the law apply to committees composed exclusively of staff personnel unless those staff committees have been designated to act in an advisory capacity to another public body.~~

~~A public body may close a portion of its meeting to receive information declared by law to be confidential. However, the members of the body may not then privately deliberate upon the~~



information so received with respect to some possible future action of the agency without violating the Open Meeting Law. Nev. Op. Atty. Gen. No. 150 (November 8, 1973).

Not all investigative meetings are exempt from the operation of the Open Meeting Law. The exemption extends only to those meetings where information made confidential by law is to be received.

The Open Meeting Law does not:

1. Apply to judicial proceedings;
2. Prevent the removal of any person who willfully disrupts a meeting to the extent that its orderly conduct is made impractical;
3. Prevent the exclusion of witnesses from a public or private meeting during the examination of another witness;
4. Require that any meeting be closed to the public; or
5. Permit a closed meeting for the discussion of the appointment of any person to public office or as a member of a public body. (NRS 241.030 (4)(e))
6. Permit a closed meeting to consider the character, alleged misconduct, or professional competence of:
  - a. An elected member of a public body; or
  - b. A person who is appointed public officer or who serves at the pleasure of a public body as a chief executive or administrative officer or in a comparable position, including, without limitation, a president of a university or community college within the Nevada System of Higher Education, a superintendent of a county school district, a county manager and city manager. (NRS 244.031(1)(a-b))
  - c. The above prohibition does not apply if the consideration of character, alleged misconduct professional competence of the person does not pertain to his role as an elected member of a public body or appointed public office or other similar officer. (241.631(2)).
  - d. Procedure: A public body may close a meeting upon a motion that specifies the nature of the business to be considered and the statutory authority pursuant to which the public body authorized to close the meeting. This motion should be kept fairly general to ensure the confidentiality contemplated by the law (NRS 241.030 (3)(a-b)). The Attorney General interprets this to mean a meeting may be closed only from an open meeting duly noticed in accordance with law, at which the requisite motion to close the meeting is made and approved. The fact that a closed meeting will be convened must be part of the agenda and notice given by the public body.

## **0714-Minutes**

1. Each public body is required to keep written minutes of each meeting they hold, regardless of whether the meeting was open or closed to the public. The minutes must include:
  - a. The date, time and place of the meeting.
  - b. Those members of the body who were present and those who were absent.
  - c. The substance of all matters proposed, discussed or decided and, at the request of any member, a record of each member's vote on any matter decided by vote.
  - d. The substance of remarks made by any member of the general public who addresses the public body if he requests that the minutes reflect his/her remarks or if he has prepared written remarks, a copy of his/her prepared remarks if a copy is submitted for inclusion.



e. Any other information that any member of the body requests to be included or reflected in the minutes.

2. Minutes of public meetings are public records and must be made available for inspection by the public within 30 working days after the adjournment of the meeting at which taken. In the case of a public body that meets infrequently, formal approval of the minutes of the previous meeting may be delayed several months. In such circumstances, the Attorney General advises that copies of the minutes that have not been approved be made available to any person who requests them, together with a written statement that such minutes have not yet been approved and are subject to revision at the next meeting of the public body.

a. Minutes of meetings closed pursuant to NRS 241.030 become public records whenever a public body determines that the matters discussed no longer require confidentiality and the person whose character, conduct, competence or health was discussed has consented to their disclosure. That particular person is always entitled to a copy of the minutes of the meeting upon request, whether or not they ever become public records.

b. Minutes of meetings are permanent records and must be retained by the public body for at least five years and then transferred for archival preservation pursuant to NRS 239.080 to 239.125, inclusive.

3. Each public body must record on audiotape or another means of sound reproduction or cause the meeting to be transcribed by a court reporter who is certified pursuant to NRS Ch. 656 (NRS 241.035(4)) each of its meetings. This record must be retained for at least one year after adjournment of the meeting, and be made available to the Attorney General upon request. The record is public if the meeting was open. If a public body elects to record the open portions of its meeting it must also record the closed portions.

4. As the minutes and tapes of open meetings are public records, NRS Chapter 239 contains guidelines regarding the charging of fees for providing copies.

## 0716 Void Actions

The action of any public body taken in violation of the Open Meeting Law is void (NRS 241.036).

## 0718 Enforcement

The Attorney General has the statutory authority to investigate and prosecute violations of the Open Meeting Law. (NRS 241.039). Complaints alleging a violation can be filed with the Attorney General. [HYPERLINK TO [http://ag.nv.gov/Complaints/File\\_Complaint/](http://ag.nv.gov/Complaints/File_Complaint/)] By law, the Attorney General is required to investigate and, in appropriate cases, prosecute alleged violations of the Open Meeting Law (NRS 241.040). Complaints of such violations should be filed at the ~~Office of the Attorney General, Capitol Complex, 100 N. Carson Street, Carson City, Nevada 89701.~~ All such complaints must be in writing, signed by the complaining person and contain a full description of the facts known to the complainant.

The Attorney General may sue in any court of competent jurisdiction to have an action taken by a public body declared void or for an injunction against any public body or person to require compliance with or prevent violations of the Open Meeting Law. The injunction:

1. May be issued without proof of actual damage or other irreparable harm sustained by any person.



~~2. Does not relieve any person from criminal prosecution for the same violation (NRS 241.037(1)(a) and (b)).~~

~~Any person denied a right conferred by the law may sue in the district court of the district in which the public body ordinarily holds its meetings or in which the plaintiff resides. A suit may seek to have an action taken by the public body declared void, to require compliance with or prevent violations of the Open Meeting Law or to determine the applicability of the law to discussions or decisions of the public body. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff (NRS 241.037(2)).~~

~~Any suit brought against a public body to require compliance with the provisions of the law must be commenced within 120 days after the action objected to was taken by that public body. Any such suit brought to have an action declared void must be commenced within 60 days after the action objected to was taken (NRS 241.037(3)).~~

~~A member of a public body who is convicted for knowingly attending a meeting in violation of the Open Meeting Law or for wrongfully excluding a person from a meeting will also have his/her office declared vacant by operation of law.~~

## **0720 Penalties, Remedies**

~~Each member of a public body who attends a meeting of that body and knows it is in violation of the Open Meeting Law is guilty of a misdemeanor. Likewise, wrongful exclusion of any person or persons from a meeting is a misdemeanor. Upon conviction, punishment may include a jail term up to six months, a fine not to exceed \$1000, or both (NRS 241.040(1)).~~

~~A member of a public body who attends a meeting of that public body at which action is taken in violation of this chapter is not the accomplice of any other member so attending (NRS 241.040(3)).~~

## **0722 Miscellaneous**

~~Reasonable rules and regulations which insure orderly conduct of a public meeting and insure orderly behavior on the part of those attending the meeting may be adopted by any public body subject to the Open Meeting Law.~~

~~All or part of any meeting of a public body may be recorded on audio tape or any other means of sound or video reproduction by a member of the general public if it is a public meeting so long as this in no way interferes with the conduct of the meeting. (NRS 241.035(3))~~

~~Although not specifically mentioned in the law, the use of cameras by news and television media, so long as their presence does not disrupt the meeting, should be allowed generally since they aid in making an accurate report to members of the public who could not be present at the particular meeting. In every case, reasonableness must be the governing standard.~~

## **0724 Conclusion**

The Nevada Open Meeting Law is clearly intended to further open government in Nevada. This objective is essential to a democratic society that depends upon a well-informed citizenry. Every public body in this State has both a legal and moral duty to faithfully observe the Open Meeting Law and to take all reasonable steps to insure public access to its deliberations and actions. Sometimes

the particular facts surrounding a meeting will present a close question of law. In those cases, the Attorney General offers the following advice:

**"If in doubt, open the meeting."**

The Attorney General's Office ~~makes available~~ publishes the Nevada Open Meeting Law Manual that explains the law in greater detail. ~~If you require additional information concerning the Open Meeting Law, contact the Attorney General's Office to request a copy of the Nevada Open Meeting Law Manual or go online to <http://ag.state.nv.us>~~ [\[HYPERLINK TO \[http://ag.nv.gov/uploadedFiles/agnv.gov/Content/About/Governmental\\\_Affairs/OML\\\_Portal/2016-01-25\\\_OML\\\_12TH\\\_AGOMANUAL.pdf\]\(http://ag.nv.gov/uploadedFiles/agnv.gov/Content/About/Governmental\_Affairs/OML\_Portal/2016-01-25\_OML\_12TH\_AGOMANUAL.pdf\)\]](http://ag.nv.gov/uploadedFiles/agnv.gov/Content/About/Governmental_Affairs/OML_Portal/2016-01-25_OML_12TH_AGOMANUAL.pdf)

## **~~0726 Compliance Checklist Open Meeting Law~~**

### **~~Open Meeting Law: Compliance Checklist~~**

~~This is a checklist to follow when applying the Open Meeting Law. References in parentheses are to the NRS and sections of the Nevada Open Meeting Law Manual.~~

#### **~~Does The Open Meeting Law Apply?~~**

- ~~• \_\_\_\_\_ Is the entity a public body? (NRS 241.015(3), 3.01-3.08)~~
- ~~• \_\_\_\_\_ Is the activity exempt from the Open Meeting law? (4.01-4.06)~~
- ~~• \_\_\_\_\_ Is a meeting going to occur? (NRS 241.015(2), 5.01-5.10)~~
- ~~• \_\_\_\_\_ Will a quorum of the members of the public body be present? (5.01)~~
- ~~• \_\_\_\_\_ To deliberate toward a decision or take action? (5.01)~~
- ~~• \_\_\_\_\_ On any matter over which the public body has supervision, control, jurisdiction or advisory power? (5.01)~~

#### **~~Agenda~~**

- ~~• \_\_\_\_\_ Has a clear and complete agenda of all topics to be considered been prepared? (NRS 241.020(2)(c), 6.02, 7.02)~~
- ~~• \_\_\_\_\_ Does it list all topics scheduled to be considered during the meeting? (6.02, 7.02)~~
- ~~• \_\_\_\_\_ Have all the topics been clearly described in order to give the public adequate notice? (6.02, 7.02)~~
- ~~• \_\_\_\_\_ Does the agenda include a designated period for public comments? Does the agenda state that action may not be taken on the matters considered during this period until specifically included on an agenda as an action item? (6.02, 7.04, 8.04)~~
- ~~• \_\_\_\_\_ Does the agenda describe the items on which action may be taken and clearly denote that action may be taken on those items? (6.02, 7.01)~~
- ~~• \_\_\_\_\_ Has each closed session been denoted, including the name of the person being considered and if action is to be taken in an open session after the closed session, was it indicated on the agenda? (7.02, 9.06)~~

#### **~~Notice, Posting And Mailing~~**

- ~~• \_\_\_\_\_ Has written notice of the meeting been prepared? (NRS 241.020(2), 6.01)~~
- ~~Does it include~~
  - ~~• \_\_\_\_\_ The time, place and location of the meeting? (6.02)~~
  - ~~• \_\_\_\_\_ An agenda as prepared in accordance with the above standards?~~
  - ~~• \_\_\_\_\_ A list of places where the notice was posted? (6.02)~~



- ▲ ~~\_\_\_\_\_ A statement regarding assistance and accommodations for physically handicapped people? (6.02)~~
- ▲ ~~\_\_\_\_\_ Was the written notice (NRS 241.020(3)(a), 6.03)~~
- ▲ ~~\_\_\_\_\_ Posted at the principal office of the public body (or if there is no principal office, at the building in which the meeting is to be held)? (6.03)~~
- ▲ ~~\_\_\_\_\_ Posted at not less than three other separate, prominent places within the jurisdiction of the public body? (6.03)~~
- ▲ ~~\_\_\_\_\_ Posted no later than 9 a.m. of the third working day before the meeting (don't count day of meeting)? (6.03, 6.05)~~
- ▲ ~~\_\_\_\_\_ Was the written notice (NRS 241.020(3)(b), 6.04)~~
- ▲ ~~\_\_\_\_\_ Provided at no charge to those who requested a copy? (6.04, 6.07)~~
- ▲ ~~\_\_\_\_\_ Delivered to the postal service used by the body or transmitted to the requestor no later than 9:00 a.m. of the third working day before the meeting? (6.04)~~
- ▲ ~~\_\_\_\_\_ Have persons who requested notices of the meeting been informed with the first notice sent to them that their request lapses after six months? (NRS 241.020(3)(b), 6.04)~~
- ▲ ~~\_\_\_\_\_ If a person's character, alleged misconduct, professional competence, or physical or mental health is going to be considered at the meeting, has that person been given written notice of the time and place of the meeting? (NRS 241.033(1), 6.09)~~
- ▲ ~~\_\_\_\_\_ Does the notice contain a list of the general topics concerning the person, inform the person that he/she may attend the closed session, bring a representative, and present evidence, provide testimony and present witnesses? (NRS 241.033(4)). [Does the notice inform the person that the public body may take administrative action against the person? If so, then the requirements of NRS 241.034 have been met. (NRS 241.033(2)(b)).]~~
- ▲ ~~\_\_\_\_\_ Have the requirements of NRS 241.034 been met according to NRS 241.033(2)(b)?~~
- ▲ ~~\_\_\_\_\_ Was it personally delivered to the person at least five working days before the meeting or sent by certified mail to the last known address of that person at least 21 working days before the meeting? (Nevada Athletic Commission is exempt from these timing requirements.) (NRS 241.033(1) (2))~~
- ▲ ~~\_\_\_\_\_ Did the public body receive proof of service of the notice before holding the meeting? (Nevada Athletic Commission not exempt from this requirement.) (NRS 241.033(1) (2))~~

#### **Agenda Support Material Made Available To Public**

- ▲ ~~\_\_\_\_\_ Upon request, has at least one copy of an agenda, a proposed ordinance or regulation which will be discussed at the meeting, and any other supporting material (except confidential material as detailed in the statute) been provided at no charge to each person who so requests? (NRS 241.020(4), 6.06.607)~~

#### **Emergency Meeting**

- ▲ ~~\_\_\_\_\_ Is this an emergency meeting? (NRS 241.020(1) and (5), 6.08)~~
- ▲ ~~\_\_\_\_\_ Were the circumstances giving rise to the meeting unforeseen?~~
- ▲ ~~\_\_\_\_\_ Is immediate action required?~~
- ▲ ~~\_\_\_\_\_ Has the entity documented the emergency?~~
- ▲ ~~\_\_\_\_\_ Has an agenda been prepared limiting the meeting to the emergency item?~~
- ▲ ~~\_\_\_\_\_ Has an attempt been made to give public notice?~~



- While the notice and agenda requirements may be relaxed in an emergency, are other provisions of the Open Meeting Law complied with (e.g., meeting open and public, minutes kept, etc.)?

### **Closed Session**

- Is a closed session specifically authorized by statute? (NRS 241.030(1), 9.01-9.07)
- Have all the requirements of that statute been met?
- If a closed session is being conducted to consider character, misconduct, competence, or physical or mental health of a person under NRS 241.033:
- Is the subject person an elected member of a public body? If so, a closed session is not authorized. (NRS 241.031, 9.03)
- Is the closed session to consider the character, alleged misconduct, or professional competence of an appointed public officer or a chief executive of a public body (i.e. president of a university or community college within the UCCSN System, a county school superintendent or a city or county manager)? If so, a closed meeting is prohibited. (NRS 241.030(1)(b)).
- Is the closed session to discuss the appointment of any person to public office or as a member of a public body? If so, a closed session is not authorized. (NRS 241.030(3)(e), 9.03)
- Has the subject been notified as provided above? Is there proof of service? (6.09)
- If a recording was made of the open session, was a recording also made of the closed session? (9.06)
- Has the subject requested the meeting be open? If so, public body must open the meeting unless another person appearing before the public body requests that the meeting remains closed. (NRS 241.030(2)(a) and (b)).
- Was the subject person given a copy of the recording of the closed session if requested? (NRS 241.033(3), 9.06)
- Have minutes been kept of the closed session? (10.02)
- Have minutes and recordings of the closed session been retained and disposed of in accordance with NRS 241.035(2)? (10.03)
- Was a motion made to go into closed session which specifies the nature of the business to be considered and the statutory authority present to which the public body is authorized to close the meeting? (NRS 241.030(2), 9.06)
- Was the discussion limited to that specified in the motion? (§ 9.06)
- Did the public body go back into open session to take action on the subject discussed (unless otherwise provided in a specific statute)? (9.06)

### **Meeting Open to Public; Accommodations**

- Have all person been permitted to attend? (NRS 241.020(1), 8.01)
- Was exclusion of witnesses at hearings during the testimony of other witnesses handled properly? (NRS 241.030(2)(c), 8.06)
- Was exclusion of persons who willfully disrupt a meeting to the extent that its orderly conduct is made impractical handled properly? (NRS 241.030(3)(b), 8.05)
- Have members of the public been given an opportunity to speak during the public comment period? (NRS 241.020(2)(c)(3), 8.04)
- Are facilities adequate and open? (8.02)

- ~~▲ \_\_\_\_\_ Have reasonable efforts been made to assist and accommodate physically handicapped persons desiring to attend? (NRS 241.020(1), 8.03)~~
- ~~▲ \_\_\_\_\_ If the meeting is by telephone or video conference, can the public hear each member of the body? (5.05)~~
- ~~▲ \_\_\_\_\_ Have members of the general public been allowed to record public meetings on audiotape or other means of sound reproduction as long as it in no way interferes with the conduct of the meeting? (NRS 241.035(3), 8.08)~~

#### **~~Stick To Agenda; Emergency Agenda Items~~**

- ~~▲ \_\_\_\_\_ Have actual discussions and actions at the meeting been limited to only those items on the agenda? (7.03)~~
- ~~▲ \_\_\_\_\_ If an item has been added to the agenda as an emergency item: (NRS 241.020(2) and (5), 6.08)~~
- ~~▲ \_\_\_\_\_ Was it due to an unforeseen circumstance?~~
- ~~▲ \_\_\_\_\_ Was immediate action required?~~
- ~~▲ \_\_\_\_\_ Has the emergency been documented in the minutes?~~
- ~~▲ \_\_\_\_\_ Did the body refrain from taking action on discussion items or public comment items? (NRS 241.020(2)(c)(3), 7.04)~~

#### **~~Recordings~~**

- ~~▲ \_\_\_\_\_ The public body must make its best efforts to record the meeting. (NRS 241.035(5), 9.06).~~
- ~~▲ \_\_\_\_\_ Have they been made of the closed session as well as open sessions? (NRS 241.035(5), 9.06)~~
- ~~▲ \_\_\_\_\_ Have recordings of open sessions been made available to the public within 30 working days? (NRS 241.035(2))~~
- ~~▲ \_\_\_\_\_ Have all recordings been retained for at least one year after the adjournment of the meeting? (NRS 241.035(4)(a))~~
- ~~▲ \_\_\_\_\_ Have recordings of open sessions been treated as public records in accordance with public records statutes? (NRS 241.035(4)(b))~~
- ~~▲ \_\_\_\_\_ Have recordings of closed sessions been made available to the subjects of those sessions, if requested? (NRS 241.033(3))~~

#### **~~Minutes~~**

- ~~▲ \_\_\_\_\_ Have minutes been prepared of both the open and closed sessions? (NRS 241.035(1), 10.02)~~
- ~~▲ \_\_\_\_\_ Do they include at a minimum the material required by NRS 241.035(1)? (10.02)~~
- ~~▲ \_\_\_\_\_ Are minutes of open sessions kept as public records under the public record statutes and NRS 241.035(2)?~~
- ~~▲ \_\_\_\_\_ Have minutes of open sessions been made available for inspection by the public within 30 working days after the adjournment of the meeting, retained for at least five years, and otherwise treated as provided in NRS 241.035(2)?~~
- ~~▲ \_\_\_\_\_ Have minutes of closed sessions been made available to the subjects of those sessions if requested? (NRS 241.035(2))~~

#### **~~Non-Compliance~~**

- ~~▲ \_\_\_\_\_ Have any areas of noncompliance been corrected? (11.01, 11.02, 11.03, 11.04)~~



~~\* \_\_\_\_\_ If litigation is brought to void an action or seek injunctive or declaratory relief, was it brought within the time periods in NRS 241.037(2)? (11.07)~~

## **3500 Group Insurance**

### **3502 Public Agency Contributions to Group Insurance**

The monthly employer subsidy ~~which may be applied to~~ group life, accident or health coverage for participating public officers and their dependents, ~~if any,~~ is funded by an assessment ~~on all filled positions~~ to each State department, commission or public agency which employs an officer or employee ~~where the position is filled and the incumbent is enrolled in the program~~ who is eligible for benefits. The monthly assessment is \$481.19 from July 1, 2005 to June 30, 2006 and \$500.20 from July 1, 2006 to June 30, 2007.

~~Retired individuals who elect to enroll in the Public Employees' Benefits Program (PEBP) may have their contribution toward their total insurance premium withheld from their retirement payments by notifying the Executive Secretary of the Retirement Board. Retirees whose pensions are not large enough to have their contributions withheld from their retirement payments will pay premiums directly to PEBP. The Budget Division of the Governor's Finance Office/Department of Administration shall determine the methodology by which the allocation must to be paid by each budget account to finance the State contribution for retiree premiums, equivalent to:~~

- ~~1. For those persons who retire before January 1, 1994, 100 percent of the base amount provided by law for that fiscal year.~~
- ~~2. For those persons who retire on or after January 1, 1994, with at least 5 years of State service, 25 percent plus an additional 7.5 percent for each year of service in excess of 5 years to a maximum of 137.5 percent, excluding service purchased pursuant to NRS 286.300, of the base amount provided by law for that fiscal year. (NRS 287.046)~~

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### **3504 Coverage Optional for State Officers and Employees**

Nothing in the group insurance law makes it compulsory for any officer or employee to accept or join the Public Employees' Benefits Program, or to assign wages or salary or to authorize deductions from wages or salary in payment for the program. (NRS 287.048)

~~If an the employee wants to declines coverage for himself or his dependents, he must notify both complete and sign the PEBP and the employee's agency human resources staff and complete an enrollment form and an employment status transaction to decline coveragegive reason for declining. Reasons include, but are not limited to:~~

- ~~1. Dependent child marries.~~
- ~~2. Dependent loses full-time student status.~~
- ~~3. Divorce.~~

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#### ~~4. Commencement of leave.~~

When ~~an~~the employee declines group insurance coverage, he is declining coverage for medical, dental, vision, life insurance, ~~accidental death and dismemberment, and~~ long-term disability ~~and business travel accident~~ benefits.

### ~~3506 Board of the Public Employees' Benefits Program, a Statutory Group~~

The Board of the Public Employees' Benefits Program shall:

- ~~1. Establish and carry out a program to be known as the Public Employees' Benefits Program.~~
- ~~2. Ensure that the program is funded on an actuarially sound basis and operated in accordance with sound insurance and business practices.~~
- ~~3. Adopt such regulations and perform such other duties as are necessary to carry out the provisions of NRS 287.041 to 287.049, inclusive.~~
- ~~4. Approve written requests of State officers and employees to withhold amounts of salaries and wages in payment of insurance.~~
- ~~5. Adhere to the Code of Ethical Standards as provided in NRS 281A.400.~~

### ~~By statute (NRS 287.041) the Board of the Public Employees' Benefits Program is composed of nine members.~~3508 ~~Carrier~~

The Board of the Public Employees' Benefits Program oversees a self-insured group insurance fund and uses premium revenues to fund current and future benefits payments. The Public Employees' Benefits Program provides additional information regarding booklets describing the plan and benefits (State of Nevada Summary Plan Description (Plan Document)). These which can be obtained from the Public Employees' Benefits Program by calling:

~~For questions or problems you may have regarding your insurance call Public Employees' Benefits Program Member Services at 775-684-7000 or (800) 326-5496 or by visiting their website at~~ <http://pebp.state.nv.us>.

### ~~3510 Eligibility Requirements~~

See NRS Chapter 287 or the State of Nevada Summary Plan Description (Plan Document) for further information.

### ~~3512 Effective Dates of Insurance~~



Requests for changes in coverage must be received in the Public Employees' Benefits Program office before the first day of the month to be effective for that month. See NRS Chapter 287 or the State of Nevada Summary Plan Description (Plan Document) for further information.

## **3514 Enrollment Procedure**

Information regarding enrollment and eligibility for both Employees and Dependents is available from the Division of Human Resources Management in the State of Nevada Employee Handbook:

[http://hr.nv.gov/uploadedFiles/hrnv.gov/Content/Resources/Publications/Employee\\_Handbook.pdf](http://hr.nv.gov/uploadedFiles/hrnv.gov/Content/Resources/Publications/Employee_Handbook.pdf)

or from the PEBP Member Services:

775-694-7000 or 800-326-5496 or <http://pebp.state.nv.us>

### **Insurance:**

1. Each new employee may enroll in the Group Insurance Plan of his choice (State Self-Funded Plan or Health Maintenance Organization option, if available in his area) by attending an Employee Benefits Orientation and/or returning a Benefits Enrollment and Change Form to the Public Employees' Benefits Program (PEBP) within the required time period pursuant to NAC 287.

All employees paying a contribution toward health insurance will automatically be enrolled in the IRS Section 125, Premium Only Plan pre-tax option. An employee may choose to decline pre-taxing his health insurance premium by completing a form provided by PEBP.

2. The employee's signature is required on all enrollment forms to authorize payroll deductions, enrollment changes, and life insurance beneficiary designation(s). This requirement is met when enrollment forms are completed online through electronic signatures.
3. The enrollment forms are sent by the employee directly to their Agency Representative for immediate submission to the Public Employees' Benefits Program for processing. Completed forms and any required documents must be submitted to the employee's Agency Representative within 5 business days after attending an Employee Benefits Orientation.

See the State of Nevada Summary Plan Description (Plan Document) for further information.

## **3516 Changes in Life Status**

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~~If an employee has a change that affects his or his dependent's coverage, a Benefits Enrollment and Change Form (BECF) or Benefits Change Form (BCF) must be completed and forwarded to the Public Employees' Benefits Program. Changes requiring notification include, but are not limited to:~~

- ~~1. Transfers (agency to agency) — BCF.~~
- ~~2. Terminations — BCF.~~
- ~~3. Leave Without Pay — BCF.~~
- ~~4. Workman's Compensation Leave — BCF.~~
- ~~5. Family Medical Leave Act Leave — BCF.~~
- ~~6. Military Leave — BCF.~~
- ~~7. Death of employee — BCF.~~
- ~~8. Retirement — BCF and BECF.~~
- ~~9. Name change — BECF.~~
- ~~10. Address change — BECF.~~
- ~~11. Adding or deleting dependent coverage — BECF.~~
- ~~12. Return from leave — BCF.~~
- ~~13. Reduction in hours (less than 80 hours per month) — BCF.~~

~~To update a life insurance beneficiary, the change form is provided by and sent to the Life Insurance carrier.~~

### **~~3518 Termination of Insurance~~**

~~See the State of Nevada Summary Plan Description (Plan Document) for further information.~~

### **~~3524 Reinstatement of Insurance~~**

~~If an employee terminates employment with the State and is rehired within one year, the employee is eligible for coverage on the first day of the month that coincides with or follows the date of rehiring. The employee may enroll in a different plan than they were previously enrolled.~~

~~Any employee rehired after more than one year will be treated as a new employee.~~

### **~~3534 Continuation of Coverage for Employee and/or Dependents~~**

~~A Federal law called Public Health Services Act requires governmental employers sponsoring group health plans to offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end.~~

~~See the State of Nevada Summary Plan Description (Plan Document) for further information.~~

## 3538 Payment of Premiums

1. An overpayment of premium may occur due to:
  - a. Clerical error.
  - b. Employee or retiree reportings changes, ~~but~~ after the payroll center's cutoff for changes on current month's deduction on their paycheck.
  - c. Employee or retiree failings to make timely notification that ~~a dependent is no longer eligible for coverage or a new dependent is eligible for coverage due to an age change or student status change.~~
  - d. ~~An overpayment of premium does not include the payment of premiums for the month in which a participant's employment terminates, regardless of the date on which the termination occurs.~~
  - e. ~~There will be no refund of premium if a retiree fails to notify the Public Employees' Benefits Program when they or their dependent become eligible for Medicare. The premium will be adjusted for Medicare coverage on the first of the month following notification to the Public Employees' Benefits Program.~~
2. When an overpayment of premium occurs, credit may only be taken at the same rate at which the overpayment occurred and is:
  - a. Credited to the payroll center on their next month's premium statement during the current policy year if the participant is an active employee. The payroll center will be responsible for returning ~~the~~ money to the employee.
  - b. Refunded directly to the payer if the participant is a retiree or other qualified self-paying party.
  - c. Not pro-rated. Coverage is based on a full calendar month beginning on the first and ending on the last day of the month, and premiums paid for a month during which the employee terminates service on any date, for any reason are not considered an overpayment.

## 3540 Employee Responsibility

1. ~~Employees who participate in the Public Employees' Benefits Program (PEBP) are responsible for understanding and following the plan rules outlined in the State of Nevada Summary Plan Description (Plan Document).~~
2. ~~Employees who participate in the PEBP are responsible for notifying PEBP of any address changes.~~




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

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

Date: July 7, 2016

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

From: Paul Nicks, 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 Article 5, Section 21 of the Nevada Constitution, 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 - \$5,000,000**

The department requests settlement approval in the total amount of \$5,000,000 to fully resolve an eminent domain action to acquire 10.88 acres of real property owned by K&L Dirt Company LC, located at 12451 Old Highway 95 for the Boulder City Bypass. NDOT previously deposited \$2,083,000 with the Court for a right of occupancy. The defendant was paid \$1,333,333 in September of 2012 for estimated relocation costs as part of the settlement. This payment will be reimbursed prior to the final settlement. NDOT now requests an additional \$5,000,000 to resolve the action. Approval of the additional amount of \$5,000,000 and reimbursement of \$1,333,333 would bring the total to \$7,083,000.

Additional Information:

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. If the board approves the settlement, NDOT intends to enter into a settlement agreement and/or stipulated order to resolve the action in full for the said amount, inclusive of all attorneys' fees, costs, and interest. NDOT will seek reimbursement from the Federal Highway Administration for the proposed settlement amount.

Statutory Authority:

NRS 41.037

REVIEWED: my

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





1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201  
(Use Local Information)

## MEMORANDUM

### Transportation Division

July 5, 2016

**To:** Board of Examiners  
Governor Brian Sandoval  
Attorney General Adam P. Laxalt  
Secretary of State Barbara K. Cegavske

**From:** Rudy Malfabon, Director, Nevada Department of Transportation  
Dennis Gallagher, Chief Deputy Attorney General  
Joe Vadala, Senior Deputy Attorney General

**Subject:** Proposed settlement of a claim for just compensation,  
*State of Nevada v. K&L Dirt Company LC, et al.*  
Eighth Judicial District Court Case No. A-12-666050-C

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## SUMMARY

NDOT requests settlement approval in the total amount of \$8,416,330.00 (\$5,000,000.00 "new money," after reimbursement of the relocation payment discussed below), to fully resolve this eminent domain action.

NDOT filed this eminent domain action on July 31, 2012, to condemn approximately 17 acres (later reduced by re-design to 10.88 acres) on Defendant K&L Dirt Company LC's 31.4-acre property ("Subject Property"). The Subject Property is needed for construction of the Boulder City Bypass, which will be part of an international highway system linking Canada, the United States and Mexico.

"K&L Dirt Company LC" owns the Subject Property, and defendant "Goodfellow Corporation" currently operates its business there. K&L and Goodfellow Corporation (jointly "Goodfellow") are separate legal entities, with separate ownerships. However, Lynn Goodfellow and his son Kurt Goodfellow are involved in both companies.

Goodfellow is involved in heavy equipment sales, some fabrication, parts sales and equipment rental of heavy equipment, including crushing equipment used in mining and highway projects. Goodfellow has operated on the Subject Property since the early 1990s. Over time, approximately 140,000 square feet of building space has been erected on the Subject Property.

Goodfellow objected to NDOT obtaining immediate occupancy of the property, and the District Court Judge indicated a strong sympathy towards Goodfellow's position. At that time, NDOT needed to acquire occupancy rights for construction in order to comply with federal funding requirements for the Boulder City Bypass.

Negotiations between the parties resulted in a stipulation being filed in the action on September 28, 2012. Pursuant to that stipulation, Goodfellow acknowledged that the acquisition was for a public use and agreed to allow an occupancy order to be entered. NDOT agreed to pay initial compensation of \$2,083,000.00, for the land to be taken, and \$1,333,330.00 for the relocation of items of personal property within the acquisition area.

Thus, the sole remaining issue, which was to be determined by a jury, is the remaining compensation, if any, due to Goodfellow, for NDOT's partial acquisition of the Subject Property.

During the litigation, substantial time and effort was expended by NDOT to minimize the amount of the Subject Property needed for the construction of the project. NDOT worked cooperatively with Goodfellow to eliminate a planned frontage road through the property, consolidated the existing utilities into a single utility corridor, and provided access into the Goodfellow property from the future interchange. These efforts resulted in a reduction of the land being acquired by NDOT from 17 acres to slightly over 10 acres.

Defendant Goodfellow's calculations of total just compensation range from \$16.9 million to \$30.9 million, based upon its legal theory that the Subject Property is a "special purpose" property, a finding of which could allow the jury to hear alternative methods of valuation that are uncommon in the normal eminent domain trial. There are many criteria for determining whether a property is indeed special purpose property, but all come from either appraisal literature or decisions of courts in other States. Nevada has not yet addressed this issue.

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. NDOT therefore requests the authority to settle the Action for a total of \$8,416,330.00 (\$5,000,000.00 "new money," after reimbursement of the relocation payment), resolving this action in its entirety as among all parties, inclusive of all attorney's fees, costs and interest. NDOT believes that a payment of that amount is justified when weighed against the risk caused by numerous uncertainties in this case.

During negotiations, Goodfellow agreed to reimburse NDOT the \$1,333,330.00 that it received in September 2012 for estimated relocation expenses as part of the settlement

of the litigation. These funds will be returned to their appropriate account upon receipt by NDOT. Payment of these funds will be made by Goodfellow before the balance of the just compensation payment is made by NDOT.

### **THE ACTION**

The trial in this matter is scheduled to begin October 10, 2016. If this matter does not settle and Goodfellow prevails at trial, it could be awarded up to \$30,913,467.72, inclusive of prejudgment interest and total estimated costs. Goodfellow will also argue for attorney's fees, under the Nevada Constitution and/or the offer of judgment rule. Total exposure, while unlikely, would therefore easily exceed \$30,000,000.00. Additionally, NDOT will incur its own costs and attorneys' fees in bringing the case to trial.

### **POINTS THAT FAVOR SETTLEMENT**

While NDOT believes that there is little evidence to support Goodfellow's claim to compensation under its "special purpose" theory, NDOT's total potential exposure at trial exceeds \$30,000,000.00, and proceeding to trial would cost the State additional amounts in legal fees and costs. Unless NDOT could convince the judge or jury that the Subject Property is not a "special purpose" property, Goodfellow would likely be allowed to present all of its evidence of value, which could include up to four (4) expert witnesses, and Lynn Goodfellow and/or Kurt Goodfellow, i.e., the landowner's principals, with estimates of value ranging from \$16.9 million to \$30.9 million. As such, anything but a complete and total rejection of Goodfellow's position may result in NDOT paying more than the current settlement figure. Thus, settlement now at \$8,416,330.00 (\$5,000,000.00 "new money," after reimbursement of the relocation payment) is highly recommended.

### **RECOMMENDATION**

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. NDOT requests the authority to settle the Action for a total of \$8,416,330.00 (\$5,000,000.00 "new money," after reimbursement of the relocation payment), resolving this action in its entirety as among all parties, inclusive of all attorney's fees, costs and interest.

### **FISCAL NOTE STATEMENT**

NDOT will seek reimbursement from the Federal Highway Administration for the proposed settlement amount.






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

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

July 12, 2016

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

From:  Susan Brown, 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.

**DEPARTMENT OF EDUCATION**

Agenda Item Write-up:

Pursuant to NRS 353.097, subsection 4, the Department of Education requests approval to pay \$111,797 from the State Claims Account for a 2015 invoice for the Nevada Pre-Kindergarten Education program from White Pine County School District.

Additional Information:

This invoice was received by the Department of Education in September 2015 for reimbursement of costs incurred by White Pine County, for its pre-kindergarten program, in fiscal year 2015. The agency paid the invoice out of fiscal year 2016 funds, the error was discovered when White Pine County submitted an invoice for reimbursement for costs incurred in fiscal year 2016. Funds in this account did not balance forward from fiscal year 2015 to fiscal year 2016

Statutory Authority:

NRS 353.097

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

# STALE CLAIM REQUEST

To: Kim Perondi, Budget Analyst 4  
Department of Administration, Budget Division

Date: 06/16/2016

From: Andrea McCalla *KB for Am*  
Administrative Services Officer 3 – Department Support  
Department of Education, Business & Support Division

**RECEIVED**

JUN 27 2016

GOVERNOR'S FINANCE OFFICE  
 BUDGET DIVISION

Subject: Stale Claim for State Fiscal Year - 15

The attached invoice is a valid claim for expenditures incurred in the above indicated fiscal year. We have reviewed and reconciled all the associated billing and payment records for this claim, and our research verifies that this is an open and valid claim against the state and that claim was not paid in the indicated fiscal year or any subsequent fiscal year. A copy of this analysis and the supporting documentation is attached for your review. Please review and provide your authorization to pay this stale claim as indicated below:

Vendor/Employee Name: White Pine County School District

Vendor/Employee Number: T40127700

Invoice/Term Date: 06/30/2015

Invoice Number: 4340

Invoice/Claim Amount: \$111,797.00

**Original Budget, Fund and Category Information**

Budget	Fund	Category	Amount
2699	101	45	\$111,797.00
Total			\$111,797.00

**Stale Claim Budget, Fund and Category Information**

Budget	Fund	Category	Amount
4668			\$111,797.00
Total			\$111,797.00

**Explanations: Reason for Stale Claim/Funding Allocations/Noted Attachments:**

This request for funds was processed out of SFY 2016; however it should have been paid as a stale claim from SFY 2015 as it is for expenditures that occurred in SFY 2015. A JV needs to be processed to move the payment from SFY16 to the proper fiscal of SFY15.

Authorized to pay from current fiscal year Acct? No  
 [Indicate if full or partial payment from current year funds]  
 This should be paid by the stale claim budget account.

**BOARD OF EXAMINERS /BUDGET OFFICE USE ONLY**  
 Approval for payment from

Fund  B/A

Budget Analyst \_\_\_\_\_ Date \_\_\_\_\_

Clerk of the Board \_\_\_\_\_ Date \_\_\_\_\_

Note: Claims from the General Fund Stale Claims account over \$1,000 require Clerk approval

## Request

White Pine County SD (17) - White Pine County - 2015 - NV PreK Education Program

## General Information

Project Number

15-207-17000

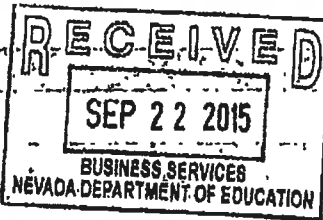
DUNS Number

Unspecified

C.F.D.A. Number

2699-45

Voucher Number



## Fiscal Summary

Allocation \$111,797.00

Available Budget \$111,797.00

Fiscal Information As Of

9/8/2015

Cash Received \$0.00

Total Cash Basis Expenditures \$111,797.00

Cash Balance On Hand (\$111,797.00)

Cash Available \$111,797.00

Total Amount Requested \$111,797.00

Pend 3

Pend 4

BSR

Q3070001450490  
 09/24/15  
 9/25/15

per Lf & H  
 9/24/15

## FOR DEPARTMENT OF EDUCATION USE ONLY

Remarks:

T/D No. : T40127700

Federal	Fund	Spending Plan Account No.	Category	Disbursement Code	Common Account No.	Program Project No.
					n/a	
State	Fund	Spending Plan Account No.	Category	Disbursement Code		
	101	2699	45	8617		

Signature of Person Authorized to Approve Payment

Date Approved

9/10/15

# REQUEST FOR FUNDS FOR PROJECT ACTIVITIES

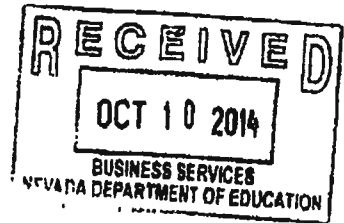
RETURN TO:

NEVADA DEPARTMENT OF EDUCATION

Attention: Anna Severans

700 E. Fifth Street  
Carson City, Nevada 89701

Submit original copy whenever cash is needed to carry out project activities.  
Each request must be accompanied by a record of project transactions.



Name and Address of Subgrantee: <b>White Pine County School District</b> 1135 Ave C Ely, NV 89301 - 2331	Project No.: <b>15-2014-207-17000</b>
	Project Title: <b>Nevada Pre-Kindergarten Education Program</b>

Source of project or grant funds:

State x Federal          Request No.: 2

Name of Program: Nevada Pre-Kindergarten Education Program

PART I: Period Ended Last Request:	Period for Current Request:
1. Total Subgrant Award	\$ 120,000.00
2. Less total requests for funds already submitted	\$ 83,996.02
3. Less current period expenditures being requested for current period	\$ 34,748.99
4. Remaining award at end of current period (1. - 2. - 3.)	\$ 1,254.99

7118,745.01

## PART II: Actual and Estimated Request for Current and Next Period:

	Requested	NDE Approved
1. Estimated amount needed for next period (< or = to Part I, No. 4.)	\$ -	AS 10/11/14
2. Plus current period expenditures (same as Part I, No. 3)	\$ 34,748.99	
3. Net amount of cash requested (1. plus 2.)	\$ 34,748.99	\$ 34,748.99

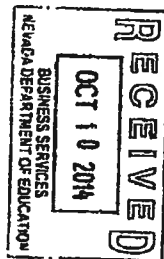
Paul Johnson  
Signature  
Paul Johnson, Chief Finance Officer  
and Title of Reporting Official  
Date: 8/28/2014

FOR DEPARTMENT OF EDUCATION USE ONLY						
Remarks: <u>\$1,254.99 Remaining</u>				Vendor Number: <u>T40127700</u>		
Federal	Organization Code	Budget Account	Category	G/L (Object Code)	Federal Common Account No.	Federal Job Number
State	0000	2699	45	8617		
Signature of Person Authorized to Approve Payment: <u>Marcia Calloway</u>				Date Approved: <u>10/13/14</u>		

10/30/14 1377553  
Pend 3 10/13/14 RB  
Pend 4 10/28/14 RB  
BSR 10/30/14 RB

Posted 3/10/2010

State or Federal Report of Expenditures										
Project Number: 2014-207-17000										
Request Number: 2										
Period Ending: 6/30/14										
Object	Description	(A)	(B)		(C)	(D)		(A+C)	(B+D)	
		Budget	Actual	Remainder	Budget	Actual	Remainder	Budget	Actual	Remainder
100	Salaries	64,521	64,521	-	16,513	16,513	0	81,034	81,034	0
200	Benefits	27,397	27,397	-	2,849	2,849	-	30,246	30,246	0
300	Purchased Professional/Technical Services	-	-	-	-	-	-	-	-	-
400	Purchased Property Services	-	-	-	-	-	-	-	-	-
500	510 Student Transportation Services	-	-	-	-	-	-	-	-	-
	580 Staff Travel	-	-	-	526	526	-	526	526	-
	Other (520, 630, 540, 550, 560, 570, 580)	-	-	-	509	409	100	509	409	100
	Total 500	-	-	-	1,035	935	100	1,035	935	100
600	610 General Supplies (exclude 612)	1,613	521	1,092	-	-	-	1,613	521	1,092
	* 612 Non-Technology Items of Higher Value	-	-	-	-	-	-	-	-	-
	620 Energy	-	-	-	-	-	-	-	-	-
	630 Food	-	-	-	-	-	-	-	-	-
	640 Books and Periodicals (exclude 641)	-	-	-	-	-	-	-	-	-
	641 Textbooks	-	-	-	-	-	-	-	-	-
	650 Supplies - Information Technology Related (exclude 651, 652, 653)	-	-	-	-	-	-	-	-	-
	651 Software	-	-	-	-	-	-	-	-	-
	* 652 Technology Items of Higher Value	-	-	-	-	-	-	-	-	-
	653 Web-based and Similar Programs	-	-	-	-	-	-	-	-	-
	Total 600	1,613	521	1,092	-	-	-	1,613	521	1,092
800	810 Dues and Fees	-	-	-	-	-	-	-	-	-
	890 Other Miscellaneous	-	-	-	-	-	-	-	-	-
	Other (820, 830)	-	-	-	-	-	-	-	-	-
	Total 800	-	-	-	-	-	-	-	-	-
Subtotal 100 - 600 & 800		93,530	92,439	1,092	20,398	20,297	100	113,928	112,736	1,192
Approved Indirect Cost Rate - 5.33%		-	-	-	-	-	-	6,072	6,009	64
700	730 Equipment	-	-	-	-	-	-	-	-	-
	Other (710, 720, 740, 790)	-	-	-	-	-	-	-	-	-
	Total 700	-	-	-	-	-	-	-	-	-
Grand Total Expended		93,530	92,439	1,092	20,398	20,297	100	120,000	118,744	1,256



SFP-07  
Revised 07/2009

830-4

## Andrea McCalla

---

**From:** Susan Brown  
**Sent:** Friday, June 03, 2016 11:31 AM  
**To:** Andrea McCalla  
**Cc:** Kim C. Perondi  
**Subject:** RE: State Early Childhood Education FY2016

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Hi Andrea,

The 2014 payment paid from the wrong year cannot be fixed. That fiscal year has closed. The FY15 paid out of FY16 should be submitted as a stale claim with a request to JV the payment from 2699 to the Stale Claim account, this would allow for the FY16 payment to be made appropriately from FY16.

Susan

---

**From:** Andrea McCalla  
**Sent:** Thursday, June 02, 2016 1:34 PM  
**To:** Susan Brown  
**Subject:** Fwd: State Early Childhood Education FY2016

Susan. I meant to ask you about this one last week. Any thoughts? These are 2699 payments that they paid from the wrong years twice in a row...

Sent from my iPhone

Begin forwarded message:

**From:** Dori Chelini <[dorichelini@doe.nv.gov](mailto:dorichelini@doe.nv.gov)>  
**Date:** June 2, 2016 at 1:30:19 PM PDT  
**To:** Liza Paulino <[lpaulino@doe.nv.gov](mailto:lpaulino@doe.nv.gov)>  
**Cc:** Andrea McCalla <[ammccalla@doe.nv.gov](mailto:ammccalla@doe.nv.gov)>  
**Subject:** FW: State Early Childhood Education FY2016



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

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

Date: July 14, 2016

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

From: Paul Nicks, Budget Analyst  
Budget Division *PN*

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 MOTOR VEHICLES**

Agenda Item Write-up:

Pursuant to NRS 353.268, the Department of Motor Vehicles (NV DMV) requests an allocation of \$198,000 from the Interim Finance Committee Contingency Account to purchase an additional server to provide voter data and signatures to the Secretary of State and County Clerk offices.

Additional Information:

The Department's Image Server houses all of our customer's Personal Identifiable Information including photos and signatures. This server's information is accessed by NV DMV, law enforcement, criminal justice agencies, Secretary of State, and County Clerks. The existing server was designed to accommodate up to 10,000 web service inquiries per day without impacting the department's production server.

The new server will have a capacity to accommodate 40,000 inquiries per day to meet current and future demands of the Secretary of State and County Clerk offices.

This request relates to work program #C36462.



Statutory Authority:

BOE approval required pursuant to NRS 353.268.

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


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

**Brian Sandoval**  
Governor



**Terri Albertson**  
Director

555 Wright Way  
Carson City, Nevada 89711-0900  
Telephone (775) 684-4368  
www.dmvnhv.com

DATE: 07/12/2016  
TO: James Wells, Director, Governor's Finance Office  
FROM: Terri Albertson, Director, Department of Motor Vehicles   
SUBJECT: Request of Interim Finance General Fund Contingency Funds

Pursuant to NRS 353.268, the Department of Motor Vehicles requests an allocation of \$198,000 from the Interim Finance Contingency Fund to fund the purchase of a server to be used for voter registration purposes in the Field Services budget in fiscal year 2017.

The DMV's current Image Server houses all of our customer's Personal Identifiable Information (PII) including photos and signatures. The contract with MorphoTrust USA allows up to 10,000 web service inquiries a day without impacting the DMV's production server. This server's information is accessed and information is pulled or extracted by DMV, law enforcement, and criminal justice agencies within Nevada, the Secretary of State (SOS), and County Clerks.

Approval of this work program will allow the Department to purchase a mirrored image server for use only by the Secretary of State and County Clerk offices for voter registration purposes. It will be an exact copy of all information in DMV's current database. A separate server will allow law enforcement agencies and the DMV to access the current image server without any slowdown issues, even with the increase in information that will be sent to or made available to the Secretary of State and County Clerk offices. The new server will have the capacity to accommodate 40,000 inquiries per day to meet current and future demands.

To supplement this request, the Department is submitting work program C36462.

CC: Amy McKinney, Deputy Director, Department of Motor Vehicles  
Cyndie Munoz, Chief of Administration, Department of Motor Vehicles



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

***Budget Division***

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

Date: July 5, 2016

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

From: Kim Perondi, Budget Analyst *K.P.*  
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

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

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Governor's Finance Office, Budget Division requests to contract with former employee, Leah Lamborn and former employee, Stephanie Day to assist with the preparation of the Governor's Executive Budget, as needed, during the 2017 legislative session.

Additional Information:

The Governor's Finance Office has experienced a high rate of turnover since the 2015 legislative session, resulting in eight new analysts that have not prepared the Governor's Executive Budget. Of those eight new analysts, three are new to the State and are learning State laws, regulations, and policies, as well as the fiscal operations of their assigned agencies.

Each of the two former employees have unique knowledge and expertise that will support critical areas of the Executive Budget, including Department of Education, the Distributive School Account and the Nevada System of Higher Education; as well as the Department of Health and Human Services accounts and Nevada Medicaid.

Statutory Authority: NRS 333.705

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

**Brian Sandoval**  
Governor



**James R. Wells, CPA**  
Director

**Janet Murphy**  
Deputy Director


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

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

June 28, 2016

To: Board of Examiners

Through: Kim Perondi

From: James R. Wells, Director 

Re: Request to Contract with a Former Employee – Leah Lamborn and Stephanie Day

Pursuant to NRS 333.705, section 1(b), The Governor's Finance Office is requesting to contract with two former employees, Leah Lamborn who retired from State Service in July 2015 and Stephanie Day who retired from State Service in November 2015. Ms. Lamborn and Ms. Day will assist the agency with the preparation of the Governor's Executive Budget and possibly with additional analysis, as needed, during the 2017 legislative session.

The Governor's Finance Office has experienced a high rate of turnover since the 2015 legislative session, resulting in eight new analysts that have not prepared the Governor's Executive Budget. Of those eight new analysts, three are new to the State and are learning State laws, regulations, and policies, as well as the fiscal operations of their assigned agencies.

Ms. Lamborn and Ms. Day will provide the needed support to the office to ensure the Governor's Executive Budget is accurate and meets the Governor's priorities. They each have unique knowledge that will support critical areas of the Executive Budget.

Ms. Lamborn is very knowledgeable with the Nevada Medicaid Account. The agency has a new ASO IV preparing the agency request. The Budget Division and the Legislative Counsel Bureau (LCB) have new analysts assigned to this account. Ms. Lamborn's knowledge of the Medicaid Account will ensure this account is budgeted and funded appropriately. She also has knowledge of other Department of Health and Human Services accounts and will be able to assist in review of these accounts, including caseload changes proposed.

Ms. Day worked for the Budget Division for 14 years and has detailed knowledge of the Department of Education, the Distributive School Account, Nevada System of Higher Education, Department of Conservation and Natural Resources, Internal Service Accounts and associated rates, as well as the Nevada Executive Budget System (NEBS). She will provide the necessary support for the Education and Workforce team and the Environment and Natural Resource team as these teams have new analysts, and assist the Deputy Director with various NEBS functions and creating the Budget Book.

These two contracts will be funded through a reduction in overtime.

## Authorization to Contract with a Former Employee

<b>Former Employee Name:</b>	<u>Stephanie Day</u>
<b>Former Employee ID number:</b>	<u>010457</u>
<b>Former Job Title:</b>	<u>Deputy State Budget Director</u>
<b>Former Employing Agency:</b>	<u>Department of Administration, Budget Division</u>
<b>Former Class and Grade:</b>	<u>Unclassified</u>
<b>Employment Dates:</b>	<u>4/17/00 – 8/22/14</u>
<b>Contracting Agency:</b>	<u>Governor's Finance Office, Budget Division</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.

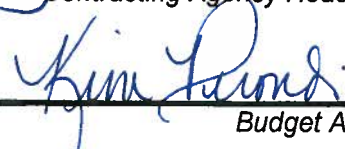
a. Summarize scope of contract work.	Contractor will support office during Governor's Recommends phase by reviewing, analyzing, and updating agency budget requests to adhere to the Governor's priorities as well as transfer historical knowledge to new Budget Division staff.
b. Document former job description.	Contractor was the previous Deputy State Budget Director and oversaw the Budget Division operations, including ensuring budget requests meet statutory requirements and agencies are provided fiscal guidance. Prepared the Governor's Executive Budget and associated Bill Draft Requests and supported the Governor's Executive Budget with the Legislature.
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. The contractor has 14 years with the Budget Division, seven of those years as the Deputy State Budget Director, and 1 1/2 years as the Principle Deputy Fiscal Analysts with the Legislative Counsel Bureau. She has detailed knowledge of multiple agency budgets, including Department of Education, the Distributive School Account and the Nevada System of Higher Education; as well as internal service rates and the Nevada Executive Budget System. The contractor will provide necessary review and analysis to support the office while preparing the Governor's Executive Budget as well as help mentor staff. The contract term will be from 8/15/16 through 1/15/17.
d. Explain why existing State employees within your agency cannot perform this function.	This is a temporary position to support the office while preparing the Governor's Executive Budget. Currently, the office has 15 budget analysts that prepare the Governor's Executive Budget. Eight of those analysts are new to the office with this being their first budget cycle; three out of the eight are new to the State and learning state laws, regulations, and policies.



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 <u>NAC 284.750</u> .	The Deputy Director of the Governor's Finance Office will oversee the contractor and is not related to the contractor.
f. List contractor's hourly rate.	\$63.00
g. List the range of comparable State employee rates.	\$43.89 (grade 41, step 10); @ Time and a half is \$65.84.
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 intent of adding contract staff is to reduce the overtime required of permanent staff to complete the Governor's Executive Budget and maintain a fresh perspective during a critical time in the Budget Division.
i. Document justification for hiring contractor.	Contractor will support the office with the preparation of the Governor's Executive Budget, ensure the product is a high quality, help mentor new staff, and allow the office to reduce overtime.

Comments:

 7/5/16  
 Contracting Agency Head's Signature and Date

  
 Budget Analyst

Clerk of the Board of Examiners

## Authorization to Contract with a Former Employee

<b>Former Employee Name:</b>	<u>Leah Lamborn</u>
<b>Former Employee ID number:</b>	<u>009922</u>
<b>Former Job Title:</b>	<u>Administrative Services Officer IV</u>
<b>Former Employing Agency:</b>	<u>Department of Health and Human Services, Division of HealthCare, Finance and Policy</u>
<b>Former Class and Grade:</b>	<u>44-10</u>
<b>Employment Dates:</b>	<u>12/4/2006-7/31/2015</u>
<b>Contracting Agency:</b>	<u>Governor's Finance Office, Budget Division</u>


Please check which of the following applies:

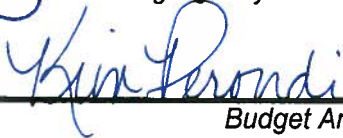
- ☒ Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.
- ☐ Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any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

a. Summarize scope of contract work.	Contractor will support office during Governor's Recommends phase by reviewing, analyzing, and updating agency budget requests to adhere to the Governor's priorities as well as transfer historical knowledge to new Budget Division staff.
b. Document former job description.	Contractor was the previous ASOIV for the Department of Health and Human Services, Division of Health Care Financing and Policy and has detailed knowledge of the Nevada Medicaid budget.
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. The contractor has 9 years working as the Chief Fiscal Officer for the Nevada Medicaid office. She has detailed knowledge of the Nevada Medicaid fiscal activities and various budgets. The contractor will provide necessary review and analysis to support the office while preparing the Governor's Executive Budget as well as help mentor staff. The contract term will be from 8/15/16 through 6/30/17. Most of the work will be completed between 9/1/16 – 1/15/17. Additional time is included in the contract for possible analysis during the 2017 Legislative session.
d. Explain why existing State employees within your agency cannot perform this function.	This is a temporary position to support the office while preparing the Governor's Executive Budget and possibly during the 2017 Legislative session. Currently, the office has 15 budget analysts that prepare the Governor's Executive Budget. Eight of those analysts are new to the office with this being their first budget cycle; three out of the eight are new to the State and learning state laws, regulations, and policies.
e. Document if the individual overseeing or establishing	The Deputy Director of the Governor's Finance Office will oversee the contractor and is not related to the contractor.

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.	
f. List contractor's hourly rate.	\$63.00
g. List the range of comparable State employee rates.	\$43.89 (grade 41, step 10); @ Time and a half is \$65.84.
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 intent of adding contract staff is to reduce the overtime required of permanent staff to complete the Governor's Executive Budget and maintain a fresh perspective during a critical time in the Budget Division.
i. Document justification for hiring contractor.	Contractor will support the office with the preparation of the Governor's Executive Budget, ensure the product is a high quality, help mentor new staff, and allow the office to reduce overtime.

Comments:

 7/5/16  
 Contracting Agency Head's Signature and Date

  
 Budget Analyst

Clerk of the Board of Examiners




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

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

Date: July 14, 2016

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

From: Paul Nicks, 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 MOTOR VEHICLES**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Nevada Department Motor Vehicles (NV DMV) requests authority to contract with Arun Kumaran through Program Manager MSA. Mr. Kumaran is being represented by QA Technologies.


Additional Information:

NV DMV submitted a request for Program Manager MSA to State Purchasing. Mr. Kumaran's application was submitted to State Purchasing along with several others by QA Technologies. He was selected through by an interview panel of both State employees and contract resources.

Mr. Kumaran was employed by the NV DMV as an IT professional 4 from October 2002 through February 2105. He has significant experience in various NV DMV function and the current system. His expertise will be an asset to the System Modernization project.

Statutory Authority:

NRS 333.705

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



555 Wright Way  
Carson City, Nevada 89711-0900  
Telephone (775) 684-4368  
www.dmv.nv.com

DATE: 07/12/2016  
TO: State of Nevada Board of Examiners  
FROM: Terri Albertson, Director, Department of Motor Vehicles *TA*  
SUBJECT: Authorization to Contract with a Former Employee -- Arun Kumaran

**SUMMARY**

The Nevada DMV System Modernization (SysMod) Project implementation requires the management of multiple concurrent projects. The Project Manager II (PM II) position will manage one of the project teams from project initiation to project close. Having a strong candidate in this position will be vital to the success of the SysMod Project.

**BACKGROUND**

As an IT Professional IV/Project Manager for the NV DMV, Arun was responsible for coordinating and implementing several software projects such as: "MyDMV" customer web interface, Occupational Business Licensing, Nevada Emission Control, and other functional area projects. Responsibilities included managing a team of programmers, working with other NV DMV division teams, external stakeholders, and vendors, through all project phases.

**RECOMMENDATION**

In order to reduce risk and ensure the Department is able to meet its implementation goals, the Department would recommend contracting with a former employee with expertise and knowledge of the current NV DMV system. Arun's knowledge in the various NV DMV functions will provide great expertise during the SysMod project. His in-depth knowledge will provide guidance for existing data structures, data conversion, interfaces, and additional disparate systems currently used. Arun would be hired for the timeframe of August 15, 2016 – June 30, 2017 with the ability for the Department to renew his Master Services Agreement through the completion of the SysMod Project.

## Authorization to Contract with a Former Employee

**Former Employee Name:** Arun Kumaran  
**Former Employee ID number:** 027448  
**Former Job Title:** IT Professional 4  
**Former Employing Agency:** 810 DMV  
**Former Class and Grade:** 41-10  
**Employment Dates:** 10/07/02 – 02/13/15  
**Contracting Agency:**

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 Nevada DMV System Modernization (SysMod) Project implementation requires the management of multiple concurrent projects.

As a Project Manager II (PM II), Arun will manage one of the project teams from project initiation to project close. The scope of work includes:

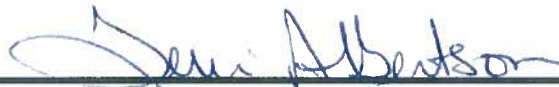
1. Manage assigned project team resources.
2. Manage concurrent projects, execute project plans and processes in all project phases: Planning, execution, monitoring and controlling, implementation scheduling, resource management, and project close.
3. Provide management documentation such as: Ad hoc reports, project financial forecasting, status reports, presentation documentation on all projects.
4. Propose effective implementation strategies.
5. Provide input in the creation of Project Management Office (PMO) policies.
6. Assist Program Manager with additional PMO duties.
7. Resolve conflicts and make timely decisions, involving the program manager, the executive committee and/or project sponsor when appropriate.



	8. Work with vendor resources to manage skillset, transfer of knowledge, implementation, training, and product support.
b. Document former job description.	<p>As an IT Professional IV/Project Manager for the NV DMV, Arun was responsible for coordinating and implementing several software projects such as: "MyDMV" customer web interface, Occupational Business Licensing, Nevada Emission Control, and other functional area projects.</p> <p>Responsibilities included managing a team of programmers, working with other NV DMV division teams, external stakeholders, and vendors, through all project phases.</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. Arun's expertise and knowledge of the current NV DMV system benefits the SysMod project.</p> <p>His expertise in the various NV DMV functions will provide great expertise during the SysMod project. His in-depth knowledge will provide guidance for existing data structures, data conversion, interfaces, and additional disparate systems currently used.</p> <p>There is no clause for knowledge transfer. SysMod will replace the current system.</p>
d. Explain why existing State employees within your agency cannot perform this function.	<p>The NV DMV does not have project managers with this expertise. His extensive knowledge from the Information Technology perspective will provide invaluable expertise as we implement SysMod.</p> <p>Existing NV DMV subject matter experts do not have the project management expertise required to lead and manage the team with multiple concurrent projects.</p>
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate <a href="#">NAC 284.750</a> .	<p>The individual NV DMV resources that oversee or establish this contract are not related to the contractor.</p> <p>The Department of Motor Vehicles submitted a request for Program Manager MSAs to State Purchasing. QA Technologies submitted Mr. Kumaran's application to State Purchasing along with many other applicants. The current</p>

	<p>program manager for Sys Mod is also represented by QA Technologies. However, during the interview process, this candidate was selected by an interview panel of both State employees and contract resources.</p> <p>This contract does not violate NAC 284.750.</p>
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. Additionally, has the contract term been limited as a result?	
i. Document justification for hiring contractor.	

Comments:



*Contracting Agency Head's Signature and Date*



*Budget Analyst*

*Clerk of the Board of Examiners*




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

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

Date: July 15, 2016

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

From: Nikki Hovden, 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 HEALTH AND HUMAN SERVICES –  
DIVISION OF CHILD AND FAMILY SERVICES –  
PROVIDER AGREEMENT FORM**

Agenda Item Write-up:

**The Division of Child and Family Services is requesting Board of Examiners' approval of the following provider agreement form to enable them to enter into an agreement for the service of:**

- Case Managers for face-to-face out of state visitation

Additional Information:

In order to meet the Title IV-B and Title IV-E programmatic requirements, social workers are required to conduct face-to-face visits with youth who are in the custody of the agency. When a youth is placed out of state in a residential facility, a worker is required to travel out of state monthly to conduct the face-to-face visit to ensure the child's safety and well-being is being met appropriately.

Pursuant to the Child Welfare Policy Manual (CWPM) Section 7.3 #5, an individual performing face-to-face caseworker visits can be contracted out or done by an agency. States are required to provide data on monthly visits between a child in foster care and the caseworker handling the case of the child and to make progress toward 90 percent of children in foster care in the state

being visited by their caseworkers. The current requirement is that the state must meet 95 percent monthly contact with youth in the custody of child welfare agencies throughout the state.

The individual conducting the monthly caseworker visits, whether contracted out or done by the agency, must be done by a caseworker, and not a service provider, as outlined in Section 7.3 #5 of the CWPM. DCFS has received notice that using the service provider where the youth was placed was not appropriate and the youth must be seen in person by either a state worker or an outside contracted agency within the state of placement. Additionally, phone and video contact do not meet the face to face requirement.

Providers will be able to access the Provider Agreement Contract on the DCFS website and complete and submit the documentation necessary for review by DCFS staff. The process will allow multiple providers to enter into contracts with DCFS quickly and provide flexibility in service referrals and provide a greater array of services throughout the state.

Note: Board Of Examiners' and Deputy Attorney General's Provider Agreement approval applies to form only. DCFS does not post original, signed Provider Agreements on DCFS' website in an effort to prevent unauthorized duplication. The following page includes an example of how the agreement will appear when posted (with updated approval dates).

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

\_\_\_\_\_  
Independent Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Independent's Contractor's Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Administrator, Division of Child and Family Services  
Title

This Contract was approved as to form by the Nevada State Board of Examiners on March 10, 2015

This Contract was approved as to form by a Deputy Attorney General for the Attorney General on January 14, 2015

REVIEWED:                     

ACTION ITEM:



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF CHILD AND FAMILY SERVICES  
4126 TECHNOLOGY WAY, SUITE 300  
CARSON CITY, NV 89706  
Telephone (775) 684-4400 • Fax (775) 684-4455  
dcfs.nv.gov


RECEIVED

JUL 12 2016

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

**TO:** James Wells, Director, Governor's Finance Office

**THROUGH:** Sharon Benson, Senior Deputy Attorney General, Attorney General's Office

**FROM:** Kelly Wooldridge, Administrator, DCFS 

**DATE:** July 12, 2016

**SUBJECT:** Requested Action Item for August 2016 BOE Meeting

The Division of Child and Family Services (DCFS) requests approval of the enclosed Provider Agreement Contracts for Services of Independent Contractor. These contracts would be used to enlist the services of providers residing in communities where Nevada's youth are placed in other states.

Per the Children's Bureau, 7.3 Title IV-B/IV-E Programmatic Requirements, Question 5. Section 424(f) of the Social Security Act (the Act) require the State to provide data on monthly visits between a child in foster care and "the caseworker handling the case of the child" and to make progress toward 90 percent of children in foster care in the State being visited by "their caseworkers." The current requirement is that the state must meet 95 percent monthly contact with youth in the custody of child welfare agencies throughout the state.

The individual conducting the monthly caseworker visits, whether contracted out or done by the agency, must be done by a caseworker, and not a service provider (as outlined in Child Welfare Policy Manual (CWPM) section 7.3 #5.). DCFS has received notice that using the service provider where the youth was placed was not appropriate and the youth must be seen in person by either a state worker or an outside contracted agency within the state of placement. Additionally, phone contact or video contact do not meet the face to face requirement.

The provider agreement contracts would be used for the following services.

- Provider Agreement For Face-to-Face Out-of-State Visitation

Providers would be able to access this Provider Agreement Contract on the DCFS website and complete and submit the documentation necessary for review by DCFS staff. This process would allow multiple providers to enter into contracts with DCFS quickly and provide flexibility in service referrals and provide a greater array of services throughout the country where DCFS placements for Child Welfare have occurred.

The Attorney General's Office has reviewed and approved this provider agreement contracts as to form.

# PROVIDER AGREEMENT CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

**Department of Health and Human Services  
Division of Child and Family Services  
4126 Technology Way, 3<sup>rd</sup> Floor  
Carson City, NV 89706  
Ph: (775) 684-4400**

And

Independent Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Ph: \_\_\_\_\_

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;  
NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Provider Agreement Contract ("Contract") shall not become effective until and unless approved by the Nevada State Board of Examiners.

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

3. **CONTRACT TERM.** This Contract shall be effective subject to Board of Examiners' approval and from approval of both parties to \_\_\_\_\_ (not to exceed the end of the tenth (10th) fiscal year from the date of approval, unless sooner terminated by either party as specified in paragraph ten (10).

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

5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK: FACE-TO-FACE OUT OF STATE VISITATION;
ATTACHMENT BB:	INSURANCE SCHEDULE;
ATTACHMENT CC:	BUSINESS ASSOCIATE ADDENDUM;
ATTACHMENT DD:	FISCAL PROCEDURES; and
ATTACHMENT EE:	ADDITIONAL INFORMATION

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



6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost as specified in ATTACHMENT AA. For all independent contractors providing services under this Contract, cumulative payments in any Fiscal Year shall not exceed the Legislatively approved budget amount. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

8. BILLING SUBMISSION: TIMELINESS. The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

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

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

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

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of

the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within 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.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include, without limitation, one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that the Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

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

14. INDEMNIFICATION. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of

the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

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

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment BB, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

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

**Insurance Coverage:** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment BB, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

1. Final acceptance by the State of the completion of this Contract; or
  2. Such time as the insurance is no longer required by the State under the terms of this Contract;
- Whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

**General Requirements:**

- a. **Additional Insured:** By endorsement to Contractor's general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:
- f. **Approved Insurer:** Each insurance policy shall be:
  - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
  - 2) Currently rated by A.M. Best as "A-VII" or better.

**Evidence of Insurance:**

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The state project/contract number; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the State with replacement certificates as described within Insurance Coverage, section noted above.

**Mail all required insurance documents to the State Contracting Agency identified on page one of the contract.**

- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85) , signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a above.
- 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.

**Review and Approval:** Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

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

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

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

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

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

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

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

- a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the

Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

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

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

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

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



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

\_\_\_\_\_  
Independent Contractor's Signature                      Date

\_\_\_\_\_  
Independent's Contractor's Title

\_\_\_\_\_  
Signature                      Date

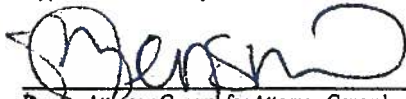
Administrator Division of Child and Family Services  
Title

Approved as to form by:

\_\_\_\_\_  
Signature - Board of Examiners

On \_\_\_\_\_  
(Date)

Approved as to form by:

  
\_\_\_\_\_  
Deputy Attorney General for Attorney General

On 06-7-16  
(Date)

**Attachment AA**  
**SCOPE OF WORK: Face-to-Face Out of State Visitation**

**PURPOSE:**

- The purpose of this Contract is to provide federally mandated monthly visits for a child(ren) that is placed out of the State of Nevada in a residential facility. Visits **MUST** occur face-to-face with the child in the child's placement at least every calendar month. A portion of each visit **MUST** be with the child alone and then a portion with the placement provider.
- Face-to-Face Out of State Visitation services will be provided upon referral by DCFS to various providers based on child need and circumstance and upon the sole discretion of DCFS for services. DCFS does not guarantee PROVIDER will receive any referrals.

Contractor at each monthly visit will address the topic areas on the Rural Region Caseworker Contact Procedure (see below). Contractor will send a monthly report on each visit to the DCFS social worker by the 3<sup>rd</sup> of each month so that visit can be input into the DCFS UNITY system by the 5<sup>th</sup> of each month.

If Contractor at any time has concerns regarding the child's health, safety, or well-being, Contractor will communicate those concerns with the assigned DCFS social worker and/or the assigned DCFS social worker's supervisor immediately. If these individuals are not available contact the Carson District Office at 775-684-1930 to speak to a manager.

Mileage more than 60 miles between Contractor's location and child's placement will be reimbursed at the General Services Administration (GSA) rates.

**CONTRACTOR COST:**

- Not to exceed Five Hundred Dollars and .00 cents (\$500.00) per month

**Caseworker Visits with Child & Caregivers**

Date of Visit:	Time of Visit:	Case Name:	Caregiver Name: <input type="checkbox"/> Present
Child(ren) Present:		Visit Location:	
<b>Caseworker Contact Visit Discussion Points:</b>			
<ul style="list-style-type: none"><li>• Caseworker to provide follow up on priorities/needs as identified in previous visit.</li><li>• Inform child and caregiver in regards to upcoming events (apt, CFT, court, visits, etc.)</li><li>• Inquire of child(ren)'s and caregiver's immediate needs and possible solutions/resources.</li></ul>			
<b>Child Contact:</b>		<b>Notes:</b>	
1. Determine child's health needs are being met on an ongoing basis; medical, dental, mental/behavioral health (appointments,			

medications, diagnosis, etc.) Assess child's developmental growth and milestones.	
2. Consider Confirming Safe Environments Attributes	
3. Assess child's developmental growth and milestones	
4. Determine child's educational progress and needs (school attending, grade level, pass/fail classes, attendance, Sp. Ed. Or 504 status, etc.)	
5. Determine child's social, cultural, and developmental, self-care, independence and recreational needs are met and Identify additional needs of child (cultural, social, developmental, etc.)	
6. Assess child's adjustment to and wellbeing in caregiver's home. To include adjustment to: <ul style="list-style-type: none"> <li>Caregiver family, including siblings</li> <li>Daily Routine</li> <li>Parenting</li> <li>House rules</li> <li>Discipline</li> <li>Assess for placement stability</li> </ul>	
7. Private time with the child; to include their wishes and feelings of: <ul style="list-style-type: none"> <li>Placement caretaker/family relations</li> <li>Health</li> <li>School</li> <li>Cultural, ethnic or religious issues</li> <li>Emotional or social issues</li> <li>Placement and caretaker relations</li> <li>Quantity and quality of visitation with bio family members &amp; sibling contact</li> <li>Case Plan/Permanency Plan</li> <li>Any problems, needs or concerns</li> </ul>	<input type="checkbox"/> Privately
8. Encourage opportunities for the child to stay connected with approved past persons or activities; pastor, family friends, child friends, girl/boy scouts, soccer etc.	
<b>Caregiver Contact:</b>	<b>Notes:</b>
9. Assess caregiver's ability to support and implement agreed case plan tasks (i.e. transportation/visitations, etc.)	

10. Discuss caregiver questions or concerns regarding child (may require privacy)	<input type="checkbox"/> Privately	
11. Discuss importance of developing and maintaining a "Life Book" for the child		
12. Identify needs of caregiver (respite, support, services, training, etc.)		
13. Observation of home atmosphere and environment, including the child's sleeping area and belongings.		
14. Observation of interactions between child and caregiver family, or child and family (CSE attributes)		
15. Ensure child is receiving appropriate supervision and basic needs are met.		
16. Identify significant changes within the household (wellbeing of relationships, changes in household composition, illness, changes in sleeping arrangements, house remodel, etc.)		
17. Query effects/outcomes of visits with bio family.		
18. Discuss case goals/progress toward goals/case plan revisions.		
<b>Priorities from this Visit:</b>		
1.		
2.		
3.		
<b>Follow-up Activities Identified During Visit</b>	<b>Person Responsible</b>	<b>Target Date</b>
<b>Other Narrative:</b>		

Attachment BB  
Insurance Schedule

The following are the insurance limits the awarded vendor(s) will be required to maintain for the life of the contract. The awarded vendor(s) shall not commence work before providing the required evidence of insurance to DCFS and DCFS has approved the insurance policies provided. The awarded vendor(s) will be required to provide evidence of continuing insurance to DCFS on an ongoing basis prior to expiration of the insurance policies provided.

**INDEMNIFICATION CLAUSE:**

Contractor 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.

**INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

*Specific coverage requirements will be added here at the time of signing the Provider Agreement Contract. Insurance requirements and limits will be obtained from Risk Management.*

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

**C. NOTICE OF CANCELLATION:** 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:

DCFS Contract Manager  
State of Nevada  
Department of Health & Human Services  
Division of Child & Family Services  
Fiscal  
4126 Technology Way, 3rd Floor  
Carson City, NV 89706  
Telephone: (775) 684-4400  
Fax: (775) 684-4455

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to

DCFS Contract Manager  
State of Nevada  
Department of Health & Human Services



Division of Child & Family Services  
Fiscal  
4126 Technology Way, 3rd Floor  
Carson City, NV 89706  
Telephone: (775) 684-4400  
Fax: (775) 684-4455

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. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Independent Contractor's Signature	_____	_____	Title
Signature – State of Nevada	_____	_____	Title
		<u>Administrator, Division of Child and</u> <u>Family Services</u>	

ATTACHMENT CC  
STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

**BUSINESS ASSOCIATE ADDENDUM**

BETWEEN

*DIVISION OF CHILD AND FAMILY SERVICES*  
Hereinafter referred to as "Covered Entity"

And

---

Hereinafter referred to as "Business Associate".

**PURPOSE.** In order to comply with the requirements of Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-5 ("HITECH"), 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 Business Associate and Covered Entity as well as the permitted uses and disclosures by Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and 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, HITECH, and regulation promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

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

**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.**

1. The following terms shall have the meaning ascribed to them in 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.
2. The following terms shall have the meaning ascribed to them in this Section:
  - a. **Business Associate** shall mean the organization or entity listed above and shall have the meaning given to such term under HIPAA Regulations, including 45 CFR 160.103.

- b. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
  - c. **Covered Entity** shall mean the Division named above and shall have the meaning given to such term under HIPAA Regulations, including 45 CFR 160.103.
  - d. **Parties** shall mean the Business Associate and the Covered Entity.
3. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

## II. OBLIGATIONS OF BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available, to the Covered Entity or individual, information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure that all agents and subcontractors that access, create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall immediately notify the Covered Entity and provide to the Covered Entity a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with such provision, to the extent permitted 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 the 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 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, and 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 the Business Associate or its agents or subcontractors 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 who 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.

### III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY 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 by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
- c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
- 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 COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.

2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 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 the 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 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.** Neither party waives any right or defense to indemnification that may exist in law or equity.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA 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 by the Contract.

COVERED ENTITY

BUSINESS ASSOCIATE

Division of Child and Family Services

(Enter Business Name)

4126 Technology Way, 3<sup>rd</sup> Floor

(Enter Business Address)

Carson City NV 89706

(Enter Business City, State and Zip Code)

(775) 684-4400

(Enter Business Phone Number)

(775) 684-4455

(Enter Business Fax Number)

(Authorized Signature)

(Authorized Signature)

(Print Name)

(Print Name)

Administrator, Division of Child and Family Services

(Title)

(Date)

(Date)

ATTACHMENT DD  
FISCAL PROCEDURES

**FISCAL INFORMATION**

1. Vendor shall maintain fiscal records necessary to correspond with the contractual rate when audited and how funds provided by this contract have been disbursed.
2. Vendor shall submit cost information in the prescribed format when requested by the Division of Child and Family Services (DCFS).
3. Vendor agrees to use the same name and address on billings as that listed on the contract, to prevent rejection of voucher by the DCFS Fiscal Unit.
4. Vendor agrees to notify the DCFS Contract Monitor immediately, in writing, when a name and/or address change occurs.
5. Vendor must maintain adequate financial resources to operate all aspects of vendor's respective services for a period of no less than sixty (60) working days.

**BILLING INFORMATION**

1. Prior authorization is required for all services not mentioned in the scope of work.
2. Vendor will submit an invoice within 20 days from the end of the month that the services were rendered.
3. All invoices shall be submitted to the corresponding address listed on the first page of the contract or as otherwise directed by DCFS fiscal.
4. Vendors will not be paid for services that are not properly invoiced in accordance to the rates outlined in this contract.
5. All invoices will be processed within 30 days from receipt of invoice into the DCFS fiscal unit.

**CONTRACT CAPITATION**

Vendors are required to monitor their contract to ensure that they will not exceed the contracted consideration in section six (6) of contract for authorized services, per the scope of work, for the term of the contract. The vendor shall work with the Contract Monitor in the event that additional authority is needed.

Attachment EE  
**ADDITIONAL INFORMATION**

---

Company Name

---

Contact Name

---

Physical Address

---

City, State Zip

---

Phone Number (Office)

Phone Number (Cell)

Fax Number

---

E-mail Address

---

Federal Tax ID#

---

Nevada Business ID (starts with NV...)

---

Legal Entity Name

Is "Legal Entity Name" the same name that the vendor is  
doing business as?

☐ Yes ☐ No

---

If "No," provide an explanation.

Has your company ever been engaged under contract by any  
State of Nevada agency?

☐ Yes ☐ No

---

If "Yes," provide the name and address of the agency.

---

Vendor # (as assigned by the State of Nevada Controller's Office, starts with T or P...)

---

Company Name

**Service Areas Where Located and Willing to Travel to**

- |  |   |
|--|---|
| <input type="checkbox"/> Alabama       | <input type="checkbox"/> Montana        |
| <input type="checkbox"/> Alaska        | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Arizona       | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> Arkansas      | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> California    | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Colorado      | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Connecticut   | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware      | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> Florida       | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Georgia       | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Hawaii        | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Idaho         | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Illinois      | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Indiana       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa          | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Kansas        | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kentucky      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Louisiana     | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Maine         | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maryland      | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Michigan      | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Minnesota     | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Mississippi   | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Missouri      |   |



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

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

July 12, 2016

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

From: Kim Perondi, Budget Analyst

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting. An analysis of the action item and recommendation is also provided.

**DEPARTMENT OF ADMINISTRATION – VICTIMS OF CRIME PROGRAM**

Agenda Item Write-up:

The Board of Examiners is the governing authority of the Nevada Victims of Crime Program. NRS 217.130 empowers the Board to adopt rules and regulations while NRS 217.150 requires the Board to formulate standards for the payment of compensation to victims of crime. The Victim of Crimes Program Policies were last updated and adopted by the Board in May 2014. The current revisions are largely clarifications and minor changes to existing policies.

Statutory Authority:

NRS 217.130

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



**DEPARTMENT OF ADMINISTRATION  
VICTIMS OF CRIME**

**2200 S. Rancho Dr., #210-A  
Las Vegas, Nevada 89102  
Fax (702) 486-2825  
(702) 486-2740**

To: Jim Wells, Clerk, Board of Examiners

From: Bryan Nix, Coordinator, Victims of Crime Program

Date: May 2, 2016

Re: Revised Policies

The Board of Examiners is the governing authority of the Nevada Victims of Crime Program. NRS 217.130 empowers the Board of Examiners to adopt rules and regulations while NRS 217.150 requires the BOE to formulate standards for the payment of compensation to victims of crime.

The current policies were last updated and adopted by the Board in May 2014. The current revisions are largely clarification and minor changes to existing policies. I've submitted with the final version to be adopted.

There are some changes of note including:

- Stating that VOCP has the right to accept electronic signatures for the application form. (page 21)
- Adding Arson as a qualified crime for which benefits for physical injury are offered. (page 34)
- Eliminating claim limits pursuant to SB 230. (page 34 and 44)
- Defining Burglary as a crime resulting in presumed or emotional injuries. (page 35)
- Clarification of addiction treatment exclusion. (page 43)
- Clarification of orthodontic treatment exclusion. (page 47)



- Clarification of payment for HPV vaccinations. (page 48)
- Clarification of medical marijuana payment exclusion. (page 48)
- Clarification of lost wage payment calculation involving supplemental disability payments. (page 50)
- Clarification of Coordinator's, Hearing Officer's and Appeals Officer's authority with regard to relocation benefits. (page 64)
- Added homecare assistance benefit up to \$1,000. (page 55)
- Clarification of incomplete application process when no contact information is provided. (page 69)

# Policies

Nevada Victims of Crime Program

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Nevada State Board of Examiners

*Nevada Victims of Crime Program Policies*

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## **Section One. Introduction**

### **1. Nevada Victims of Crime Program**

A. The Nevada Legislature established the Victims of Crime Program “VOCP” in 1969 pursuant to NRS 217.010 to NRS 217.270 to provide compensation to victims of violent crime in Nevada. The VOCP operates under the auspices of the Nevada State Board of Examiners, established pursuant to NRS 353.010.

B. The policy of the State of Nevada is expressed in NRS 217.010. This section provides:

*“It is the policy of this State to provide assistance to persons who are victims of violent crimes or the dependents of victims of violent crimes.”*

C. VOCP Mission Statement

*“It is the mission of the Nevada Victims of Crime Program to provide financial assistance to qualified victims of crime in a timely, cost efficient and compassionate manner.”*

### **2. Scope of Nevada Victims of Crime Program**

A. The Nevada VOCP assists victims who suffer injuries from violent crime. The VOCP does not assist with crimes involving property damage, or provide assistance for property loss or damage except as expressly provided for by these policies.

B. The VOCP is established to assist qualified Nevada residents, U.S. citizens, or others entitled to reside in the U.S., who sustained injuries in a crime committed in Nevada.

C. NRS 217.035 defines crimes covered by the VOCP as crimes “committed within this state”.

D. NRS 217.102 provides for assistance to Nevada residents injured by crimes outside Nevada. This section provides:

*“A resident who is a victim of a crime that occurred in a state other than the State of Nevada may apply to the Board for compensation if:*

*1. The state in which the crime occurred does not have a program for compensating victims of crime for their injuries; or*

*2. The resident is ineligible to receive compensation under the program of the other state.”*

E. The provisions of NRS 217.102 may be extended to Nevada residents injured while visiting other countries, where the country does not provide assistance to Nevada residents, comparable to the assistance offered by the VOCP for crimes committed in the State of Nevada. The VOCP may assist Nevada residents injured in other states where Nevada provides assistance not offered by the state where they were injured.

F. NRS 217.065 defines resident as:

## *Nevada Victims of Crime Program Policies*

*“A person who is a citizen of the United States or who is lawfully entitled to reside in the United States; and*

*2. During the 6 weeks preceding the date of the crime was:*

*(a) Domiciled in this state; and*

*(b) Physically present in this state, except for any temporary absence.*

### **Section Two. VOCP Policies**

#### **1. General**

- A. The Board of Examiners is the governing authority of the Nevada Victims of Crime Program. NRS 217.130 empowers the Board of Examiners to adopt rules and regulations while NRS 217.150 requires the Board of Examiners to formulate standards for the payment of compensation to victims of crime.
- B. When adopted by the Board of Examiners these policies are the rules and regulations of the Nevada Victims of Crime Program and constitute the standards for the determination of the payments of claims to or on behalf of victims of crime.
- C. These policies are intended to assist in interpreting and applying the provisions of NRS 217. They are intended to provide guidance to compensation officers in determining eligibility requirements and in paying the benefits approved by these policies.
- D. These policies are intended to provide guidance to hearings and appeals officers in deciding matters that are properly before them, and to the Board of Examiners in reviewing their decisions.
- E. These policies are intended to assist victims of crime understand the rules and regulations which guide the decisions of the Nevada VOCP and the policies which determine available benefits. They will assist the victim in insuring decisions are made pursuant to these policies.
- F. The VOCP goal is to assist eligible victims of crime and their families cope, and recover from the physical, emotional and financial impact of violent crime. These policies recognize the VOCP does this best by paying for medical and dental care, counseling, lost income, and other approved benefits as quickly as possible: when a victim needs financial support and reassurance the most. These policies encourage a responsible sense of “urgency” in making decisions and providing benefits to qualified victims, and they encourage cooperation and coordination with victim advocates, and others working to assist victims of crime throughout Nevada.

**2. VOCP Coordinator**

- A. The VOCP coordinator (or their designee) provides oversight and guidance to the Compensation Officers, and is responsible for monitoring adherence to these policies.

**3. Effective Date of Changes**

- A. The benefits levels set forth in these policies for wage loss reimbursement, funeral expenses, mental health counseling, and all other benefits, are subject to change at any time by the Board of Examiners.
- B. Unless otherwise required by law, a substantive change to eligibility requirements will be effective for applications approved on or after the effective date of the change.
- C. Except as otherwise provided by the Board of Examiners or these policies, any decrease in claim limits or claim benefit levels will be applied to all claims effective at the time the change is adopted.
- D. An effective date or date of limitation included in the express provisions of a section will apply if there is any conflict with this section.
- E. Individual exceptions to claim or benefit levels may be approved by the VOCP coordinator if necessary to avoid undue hardship to a victim or when the application of a change would violate a commitment of the VOCP to the victim, a service provider, or other person. Exceptions granted by the VOCP coordinator shall be documented in the claim.
- F. Authorizations for benefits or other payments given by the VOCP staff may be withdrawn if given by mistake; if based on misinformation provided by any person; or if given in violation of these policies.

**4. Anti-Discrimination Policy**

- A. The VOCP will not discriminate on the basis of race, color, religion (creed), gender, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, determining an individual's eligibility for VOCP benefits, hiring and firing of staff, selection of volunteers, selection or treatment of vendors, and provision of services to, and dealings with, the public.

**5. Americans with Disabilities Statement**

- A. VOCP will take all reasonable measures to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently due to the absence of auxiliary aids and services identified in the Americans with Disabilities Act.

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- B. If special needs accommodations are necessary in order for any individual to obtain services from the VOCP, advance notice should be provided to the VOCP staff.

### **6. Language Interpreters and Hearing Interpreters**

- A. The VOCP recognizes that communication in the face of language barriers can be difficult and frustrating. The VOCP will provide information and referral assistance to persons who may be in need of hearing or language interpretation services.
- B. The VOCP will make reasonable efforts to insure its application and other critical documents or forms are available in Spanish translation.

### **7. VOCP is the Payer of Last Resort**

- A. The VOCP is the “payer of last resort.” This means that all existing resources a victim has must be utilized before the VOCP can pay any expenses. Existing resources include, but are not limited to, insurance, workers’ compensation, or civil suit settlements.
- B. These policies adopt, by reference, federal guidelines that require federal assistance programs such as Medicaid, Veterans Administration, Indian Health Services, or Social Security, pay before VOCP pays. If VOCP pays and such benefits become available, the VOCP is entitled to be reimbursed pursuant to its subrogation lien or other provisions of law or these policies.
- C. Since the VOCP may pay approved victim claims immediately after an application is approved, resources may become available that were not available when benefits were paid to, or on behalf of the victim. In cases where a third party is determined responsible for paying for applicants injuries, after the VOCP has paid applicant claims, then the VOCP is entitled to reimbursement pursuant to its subrogation lien. If the applicant recovers from civil suit settlements, lump sum retroactive payments from social security, or other recoveries, the VOCP must be reimbursed.
- D. The VOCP will not reimburse another agency, program or other service provider for expenses paid by their organization on behalf of an approved victim, unless the organization requests and obtains written preauthorization from the VOCP coordinator.

### **8. VOCP is Not an Entitlement Program**

- A. VOCP benefits available under these policies are paid on behalf of approved applicants, subject to restrictions that may be imposed as the Board of Examiners may determine, or as available funding may require. No legal rights to payment are conferred on an applicant when their application is approved by the VOCP other than those provided by NRS 217 or these policies.
- B. An applicant who incurs medical or other expenses related to the crime is legally responsible for those financial obligations regardless of whether those debts were incurred before or after acceptance by the VOCP. Neither the VOCP, nor the State of Nevada, is ever legally

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responsible for any of the bills or expenses incurred by an applicant at any time. If the application is approved by the VOCP, the applicant is still legally responsible for those financial obligations unless, and until they are paid or the applicant is otherwise relieved of legal responsibility.

- C. Approval of an application confers no right to any payments by the VOCP. Claim approval or the approval of any benefit may be revoked or withdrawn by the VOCP at any time, where the VOCP determines that the approval was made in error or for other cause consistent with these policies. Any such revocation or withdrawal may be appealed.
- D. Decisions denying benefits are appealable for the purposes of ensuring the appealable decisions of the VOCP were correctly made pursuant to the provisions of NRS 217 and these policies, not to establish a right to, or property interest in any benefit offered by the VOCP.
- E. Previous approvals or other decisions of the VOCP do not establish precedent, or require consideration in other cases or matters. Decisions of the VOCP are appealable through the administrative appeals process and to the Board of Examiners, only when appeal rights are provided with the decision, or as otherwise required by these policies or law.
- F. The Board of Examiners is the final appeal in all VOCP matters. Decisions of the Board of Examiners are final and cannot be appealed to the District Court or State Supreme Court. This is provided for in NRS 217.117 (4) which states:

*“The decision of the Board is final and not subject to judicial review.”*

#### **9. Payments to Victims Not Reportable as Taxable Income**

- A. IRS Revenue Ruling 74-74 states awards made by the Crime Victims Compensation Board to victims of crime or to their surviving spouses or dependents are not includable in the gross income of the recipient. Therefore, the VOCP will not issue 1099-MISC forms on direct payments made to the victim, applicant or their dependents, such as lost wages and survivor benefits.
- B. If a victim receives reimbursement for medical expense that they had deducted in a prior year, they should advise their tax preparer of the amount received, and report the amount received as required by Income Tax Regulations relating to reimbursements for expenses paid in prior years. No tax form will be issue by the VOCP regarding reimbursement payments made to the victim, applicant or their dependents.

#### **10. Service of Documents at Last Known Address Sufficient**

- A. It is the responsibility of the applicant to notify the VOCP of any change of address. Any notice or determination or other correspondence mailed to the applicant at the address on file with the VOCP is deemed received by the applicant no later than 3 days after the date mailed by the VOCP.

- B. If service of documents or receipt by the applicant of any VOCP document is an issue on appeal the applicant will have the burden of establishing lack of notice or delivery.

## **10. Conflicts**

- A. Employees, contractors, and vendors of the VOCP will avoid all conflicts or appearances of conflicts in matters relating to VOCP business or its affairs.
- B. Employees, contractors, and vendors will not handle documents or files, make or influence decisions of family members, friends, or associates.
- C. Employees, contractors, and vendors will disclose to the VOCP coordinator any conflicts involving applicants or claims of family members, friends, or associates to the VOCP coordinator.

## **11. Confidentiality**

- A. NRS 217.105 provides that all victim information maintained by the VOCP is confidential and will not be made public unless otherwise provided by law or court order.
- B. The VOCP necessarily releases or discloses certain information in the execution of its responsibilities in investigating and administering the claim. For example, the VOCP will provide certain information about the applicant to police agencies, medical providers, counselors, VOCP contractors or vendors, victim advocates or attorneys, in order to request reports or other information necessary to investigate, administer, or pay claims.
- C. The VOCP may release or disclose information to auditors or investigators or others with an official need for information related to their legal duties.
- D. The VOCP may release or disclose information to employees of the state budget office, treasurer's office, VOCP contractors or other agencies as necessary to pay claims or otherwise administer a claim.
- E. The VOCP may release or disclose information to the Hearing or Appeals Officers or the Board of Examiners when a matter is appealed.
- F. Confidential information may become public as a consequence of an appeal to the Board of Examiners, which conducts its meetings, and hearings open to the public.
- G. The VOCP may be required to provide or disclose information in response to a complaint by the applicant or in order to respond to an inquiry generated by the applicant.



### **Section Three. VOCP Standards for Determining Compensation**

#### **1. General**

- A. NRS 217.150 requires the Board of Examiners to formulate standards for determining the amount “of any compensation payable” to an approved applicant. This section states:

*“The Board shall, so far as practicable, formulate standards for the uniform application of NRS 217.010 to NRS 217.270, inclusive, by the compensation officers in the determination of the amount of any compensation payable pursuant to NRS 217.010 to NRS 217.270, inclusive. The standards must take into consideration rates and amounts of compensation payable for injuries and death under other laws of this state and of the United States.”*

- B. These policies formulate the standards for the uniform application of NRS 217.010 to NRS 217.270 in the determination of compensation to be paid by the VOCP.
- C. “Compensation payable to an approved applicant” as required by NRS 217.150 will consist of only those claims approved for payment by the VOCP pursuant to these policies.
- D. A claim submitted for payment by the victim or provider is an “approved claim” when all of the following occurs:
- 1) Receipt of the claim by VOCP, with all required supporting documentation; and
  - 2) Verification that the claim is the responsibility of the applicant; and
  - 3) Verification that the claim is crime related; and
  - 4) Confirmation that the claim is for an approved benefit; and
  - 5) Review and application of appropriate fee schedule or other approved rate; and
  - 6) Approval by the compensation officer; and
  - 7) Approval by the VOCP coordinator; and
  - 8) Approval by the Administrative Services Division of the Department of Administration.
- E. New incidents, or injuries suffered during a pending claim, with the same perpetrator, will be consolidated and included under any existing open or approved claim. The compensation officer may approve medical treatment for additional injuries under the existing claim.
- F. An applicant may not accumulate additional benefits by filing additional or duplicate applications, where there are multiple incidents or ongoing claims with the same perpetrator. The compensation officer may, however, consider additional costs as a result of further or additional injuries while an approved claim is open.
- G. If the applicant suffers additional injuries from subsequent crimes, and the medical and other costs exceed the claim limit of the approved claim, the compensation officer may increase the claim limit of the existing claim, or close the existing claim and open a new claim with a new claim limit as determined by the compensation officer.

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- H. Additional or subsequent claims will not be denied because the applicant filed prior claims, regardless if those claims were accepted or denied, when such filings are in good faith and not to obtain unwarranted benefits or payments.

### **2. Estimating Revenue and Expenses**

- A. NRS 217.260 (1) requires the Board of Examiners to estimate its revenue and anticipated expenses on a quarterly basis, and when anticipated expenses exceed anticipated revenue to pay claims at the same reduced rate as expenses exceed revenue. This section states, in pertinent part:

*“The Board shall estimate quarterly:*

*(a) The revenue in the Fund which is available for the payment of compensation; and*

*(b) The anticipated expenses for the next quarter.*

*If the estimated expenses for the quarter exceed the available revenue, all claims paid in that quarter must be reduced in the same proportion as the expenses exceeded the revenue.”*

- B. These policies establish priorities for the payment of claims so that approved expenses do not exceed available revenues in any fiscal year quarter. When claims are paid pursuant to these policies expenses will not exceed revenues budgeted for the payment of claims.
- C. The application of cost containment measures, including fee schedules and claim and benefit caps are intended to maintain claim costs in a manner to avoid blanket claim reductions by a percentage of estimated expenses over revenue as provided by NRS 217.260 (1).

### **3. Claim Payment Priorities**

- A. In order to effectuate the provisions of the applicable statutes, and the standards and criteria stated in these policies, the VOCP will pay approved claims according to the priorities established in this section. Claims will be categorized and paid by priority as follows:

#### **B. Priority One Claims**

- 1) Priority one claims will be paid before all other existing or known claims are paid and consist of bills for medical treatment or services provided to the applicant that were pre-approved by the compensation officer, after the claim has been approved by the VOCP. Such claims may include expenses such as: surgery to remove bullets, reparative cosmetic or dental care, prosthetic devices, or equipment such as wheelchairs.
- 2) Priority one claims will be paid upon receipt of appropriate billing documentation from the provider or vendor. Priority one claims will be paid at the rate pre-approved by the compensation officer or pursuant to VOCP fee schedules or these policies.

#### **C. Priority Two Claims**

### *Nevada Victims of Crime Program Policies*

- 1) Priority two claims will be paid after existing or known priority one claims, and consist of bills for services or for benefits provided to the applicant after the application has been approved by the VOCP. These claims consist of expenses such as mental health counseling, lost wage reimbursement, prescription medication, relocation costs and medical expenses incurred after claim approval.
- 2) Priority two claims will be paid upon receipt of appropriate billing documentation by the provider. Priority two claims will be paid at the fee schedule rate or the rates set forth by these policies.

#### **D. Priority Three Claims**

- 1) Priority three claims will be paid after existing, known, or anticipated priority one and priority two claims and will consist of bills or claims incurred by the applicant prior to claim acceptance by the VOCP. Such claims include hospital emergency room bills, ambulance charges and other medical or service charges incurred prior to claim acceptance by the VOCP.
- 2) Priority three claims may be paid after funds are reserved, but not yet paid, for known or anticipated priority one or priority two claims.
- 3) Priority three claims will be paid at the end of each fiscal year quarter as follows:
  - a) When adequate funds are available pursuant to VOCP funding and budgeting priorities, priority three approved claims will be paid at 100% of the approved amount.
  - b) When budgeted and available funding for the fiscal year quarter is insufficient to pay approved priority three claims at 100% of the approved amount, then all approved priority three claims will be paid a pro-rata share of funds available for that fiscal year quarter.

- E. A claim may be paid at any time, as determined by the VOCP regardless of its priority status. Designation of a priority status lower than another does not mean it will be paid after a claim designated with a higher priority status.

#### **4. Financial Analysis and Counseling**

- A. In order to provide the maximum financial benefit within the limits set forth in these policies, the VOCP, or its contractor, will review and analyze all victims resources including insurance, public assistance or other available benefits, and crime related debts and obligations to determine what VOCP resources will provide the most effective assistance. An analysis of all existing crime related financial impact including anticipated future financial impact will be conducted to insure resources are utilized efficiently and in the interest of the victim's maximum recovery from the financial impacts of the crime.

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- B. The VOCP, or its contractor, will assist the victim with financial counseling as may be required.
- C. The VOCP contractor will analyze and restructure the crime related medical debts incurred by the victim by reviewing all medical bills and recommending payments that should be acceptable to medical providers based on workers' compensation standards, VOCP policies, known acceptable rates for service or usual and customary standards.

### **5. Fee Schedules**

- A. These policies recognize that VOCP revenues will not always be sufficient to pay all approved claims at the approved amount, and that priorities for the payment of benefits are necessary to ensure the fair treatment of applicants and providers or vendors.
- B. These policies establish the principle that the VOCP will endeavor to provide assistance to victims in a manner that will assist them recover from injuries and trauma first; and then assist them with financial relief from crime related debt, incurred by the victim prior to claim acceptance by the VOCP.
- C. The VOCP will negotiate or compromise claims in a manner that will provide the greatest debt relief to a victim at the least cost to the VOCP.
- D. When determining the validity of medical or other provider claims, the VOCP will consider the fee schedules adopted by the State of Nevada for payment of workers compensation claims, or other insurance industry fee schedules accepted by the provider, whichever provides the greatest discount for the VOCP.
- E. The VOCP may utilize the fee schedule recommended payment or may pay a larger or smaller amount than the recommended fee schedule amount when circumstances of a particular claim may require,
- F. Where medical fee schedules are not available for a particular claim or service the VOCP will consider the usual and customary charges for such services.
- G. When pre-approving medical treatment or other services the VOCP may adjust such fees as approved by the VOCP coordinator.

## **Section Four. Responsibilities of Applicant**

### **1. General**

- A. When applying to the VOCP, the burden of proof for determining eligibility lies solely on the applicant. The applicant must provide clear evidence of eligibility for any and all benefits provided by the VOCP. It is not the responsibility of the VOCP to obtain documentation to substantiate claims and statements made by the applicant.

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- B. The applicant is responsible for obtaining and submitting all bills, receipts and other documents required by the VOCP to evidence eligibility for payment of expenses submitted for payment.
- C. If the applicant is unable to obtain reports, bills or other documents the applicant must advise the VOCP and provide information sufficient to identify the creditor, agency or provider so the VOCP can assist the applicant in obtaining the reports, bills or other documents or information.
- D. All notices, letters or other correspondence, and direct payments to applicants will be mailed to the applicant's current address on file with the VOCP. No payments may be picked up at the VOCP offices or its contractors, or vendor's offices.
- E. The applicant must inform the VOCP of any change of address. All notices and other correspondence directed to the applicant, that may require action by the applicant, will be mailed to the address on file with the VOCP. Failure to respond to a deadline stated in a determination or other correspondence will not be excused where the failure to respond is caused, in whole or in part, by applicants' failure to report address changes to the VOCP.

**2. Continuing Obligations:**

- A. An applicant shall have a continuing obligation to:
  - 1) provide the VOCP with current information relating to the claim;
  - 2) cooperate with the VOCP in the investigation of the claim including responding promptly to all requests for further information;
  - 3) notify the VOCP of any change in address;
  - 4) provide information to the VOCP about any civil action anticipated or filed in connection with the crime;
  - 5) exhaust all other sources of payment or reimbursement for compensable expenses, and promptly notify the VOCP of any order for payment or eligibility for payment from any other source.

**3. Filing Timely Police Report**

- A. To qualify for VOCP benefits an applicant must establish that a police report was filed within 5 days of the crime or within 5 days of the time when a report could reasonably have been made. NRS 217.210 (1) provides:

*"Except as otherwise provided in subsection 2, an order for the payment of compensation must not be made unless the application is made within 1 year after the date of the personal injury or death on which the claim is based, unless waived by the Board of Examiners or a person designated by the Board for good cause shown, and the personal injury or death was the result of an incident or offense that was reported to the police within 5 days of its occurrence or, if the incident or offense could not reasonably have been reported within that period, within 5 days of the time when a report could reasonably have been made."*

- B. The VOCP coordinator is authorized, and designated by the Board of Examiners to approve a waiver of the late filed police report requests made by the applicant or the compensation officer. In determining reasonableness of delays in reporting the crime to law enforcement, the compensation officer may consider the following factors:

- 1) Mental or physical impairment of the victim, or
- 2) Coma or memory loss, or
- 3) Absence from the state following the crime for reasons of personal safety, or
- 4) The victim failed to comprehend or realize they were a victim of a crime, or
- 5) Justifiable fear for victims' safety, or the safety of family members, or
- 6) Justifiable fear of violent retaliation, or
- 7) Credible threat of family disruption or displacement.

#### **4. Cooperation with Law Enforcement**

- A. Victims are required to provide reasonable cooperation with law enforcement in the investigation of the crime or prosecution of the offender. Reasonable cooperation includes answering investigators questions truthfully and making reasonable efforts to assist in identifying the offender. NRS 217.220(1)(f) provides:

*"Compensation must not be awarded if the victim:*

*(f) Fails to cooperate with law enforcement agencies. Such cooperation does not require prosecution of the offender."*

- B. Reasonable cooperation also includes making reasonable efforts to assist in the prosecution of the offender; however prosecution or conviction of the offender is not required in order to qualify for VOCP assistance. NRS 217.180(3) provides:

*"An order for compensation may be made whether or not a person is prosecuted or convicted of an offense arising from the act on which the claim for compensation is based."*

- C. An application may be denied where the applicant or victim fails to provide reasonable cooperation as follows:

- 1) Refused to testify when legally served with a subpoena in a proceeding related to the prosecution of the crime;
- 2) Committed perjury relating to the crime;
- 3) Did not completely and truthfully respond to a request for information, evidence or assistance in a timely manner, unless circumstances beyond the victim's control prevented the victim from complying.

- D. VOCP policies recognize that circumstances may exist where the victim fears for their life or safety, or the life or safety of family members, if they cooperate with law enforcement. These factors will be considered in cases where failure to cooperate with law enforcement is raised.



E. Initial failure to cooperate may be mitigated or waived where the victim establishes the following:

- 1) Subsequent cooperation with law enforcement
- 2) Justifiable fear for victims' safety, or the safety of family members
- 3) Justifiable fear of violent retaliation
- 4) Credible threat of family disruption or displacement

**5. Cooperation with the VOCP**

A. The applicant must cooperate with the VOCP, its staff, and the staff of its contractors or vendors, in the verification of all information necessary to determine eligibility including verifying the information on the application and in all matters related to the claim.

B. The following actions establish a lack of cooperation with the VOCP and constitute grounds for denial of the application or denial of further benefits and closure of an approved, open claim:

- 1) The applicant fails to provide information needed to process the application or the claim, that is available to the applicant, or that the applicant may reasonably obtain, and the applicant fails to provide the information after being requested, in writing, to do so.
- 2) The applicant intentionally submitted false or misleading information or intentionally incomplete or inaccurate information.
- 3) The applicant intentionally submitted documents that were falsified, altered, or "doctored".
- 4) The applicant intentionally submitted for payment bills, receipts, vouchers, or other documents that were not crime related.
- 5) The applicant intentionally attempted to obtain benefits they knew they were not entitled to, such as lost wages during a period they were employed, or the payment of expenses not related to the crime.
- 6) Threatening or harassing the Board of Examiners, the VOCP staff, or the staff of its contractors or vendors.
- 7) Intentionally or knowingly disregarding the reasonable written requests or instructions from VOCP or Board of Examiners staff.
- 8) The applicant fails to provide the VOCP with a current mailing address and mail is returned undeliverable.

C. For the purposes of determining applicants' intent under these policies, the applicants' conduct is considered intentional where the applicant knew or reasonably should have known the document, assertion, or declaration was false, and submitted it anyways.

D. The compensation officer may immediately deny, or close a previously accepted application, under these circumstances or in situations where the applicants' actions impede the VOCP staff, or the staff of its contractors or vendors in the completion or prosecution of their duties.

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- E. The compensation officer may also submit the matter to the Attorney General or other officials for prosecution if the applicant knowingly submitted false claims under NRS 217.270, or violated any other provision of law.

### **6. Restitution, Civil Suits, and VOCP Subrogation Lien**

- A. A judge may order restitution to the victim or to the VOCP directly. If the victim receives money from a restitution order directly, the VOCP may exercise its subrogation rights.
- B. If an applicant files a civil suit against a perpetrator or a third party, the law requires them to notify and repay the VOCP pursuant to NRS 217.240 and these policies.

## **Section Five. Application for VOCP Benefits**

### **1. General**

- A. To qualify for VOCP benefits a victim must submit a completed VOCP application to the VOCP.
- B. Applications for assistance will be deemed to be complete only if:
  - 1) The applicant provides all information as directed in the application.
  - 2) The applicant signs the application as provided.
  - 3) The applicant submits, or the VOCP obtains, a valid police report or verification of the filing of the police report.
- C. For purposes of determining when the application is complete in the VOC-NET database, the police report will be considered “submitted” when it is scanned into the VOC-NET file and available for review as a file document.
- D. In DUI cases the application is not complete until a BAC report or other evidence or verification of intoxication is submitted, if such information is not included in the original police or traffic report.

### **2. Incomplete Applications**

- A. Incomplete applications may be returned to the applicant for completion, or may be denied.
- B. Before an application will be considered complete, each of the following sections must be completed where applicable:
  - 1) Victim information
  - 2) Applicant information
  - 3) Residency status
  - 4) Crime information

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- 5) Crime expenses
  - 6) Prior disability information
  - 7) Prior VOCP claims
  - 8) Insurance information
  - 9) Signature of applicant
- C. Information concerning persons assisting the victim complete the application, and advocate or attorney information, is only required where applicable.
- D. The demographic and statistical sections of the application are not mandated, however, the information requested will help the VOCP identify victim demographics, and provide more complete data for reports for the Board of Examiners, Nevada Legislature, Nevada Attorney General, U.S. Department of Justice, National Association of Crime Victim Compensation Boards, law enforcement organizations, and community and local victim service organizations, who address the needs of the victims of violent crime at the local level throughout Nevada, and others. *Answers to these questions will not affect the applicants' eligibility in any way.* Victim advocates who assist victims complete the application, and individual applicants, are encouraged to provide the demographic and statistical information requested in the application.

### **3. Third - Party Applications**

- A. Victims, their dependents or next-of-kin, may submit applications for VOCP assistance. A "victim" will not include an individual or company who merely provides medical or medically related services, funeral and/or burial services, estates, or corporations. All such expenses will only be paid based upon the submission of such expenses through the particular victim or their qualified representative.

### **4. Waiver of Late Application**

- A. Subsection 1 of NRS 217.210 states in part:

*"Except as otherwise provided in subsection 2, an order for the payment of compensation must not be made unless the application is made within one (1) year after the date of the personal injury or death due to a crime on which the claim is based, unless waived by the Board of Examiners or a person designated by the board for good cause shown..."*

- B. Waiver of a late-filed application means that the claim can be evaluated and processed despite the late filing. Waiver of a late application does not mean the applicant is eligible. Waiver allows the compensation officer to consider the application on its merits rather than simply deny it for being late.
- C. The following criteria will be considered in mitigation when evaluating a request for waiver:
- 1) Whether the victim was aware of VOCP
  - 2) Whether the victim was physically unable to apply

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- 3) Whether the victim was mentally unable to apply
- 4) Length of the delay
- D. Authority to waive the 12-month deadline, when applications are submitted between 12 and 18 months of the crime, after a showing of good cause, is vested in the compensation officer.
- E. Authority to waive the deadline on claims filed after 18 months, after a showing of good cause, is vested in the VOCP coordinator.

**5. Application Signature Requirements**

- A. When an applicant files an application with the VOCP, they are subject to certain conditions imposed by law or by these policies. Benefits are available to qualified applicants who complete the application, provide the requested information, and acknowledge and agree to the conditions imposed by law or these policies.
- B. The applicant must authorize the release of information about the victim or applicant from medical providers, police agencies and others. This requires the applicant to sign the application containing the pertinent declarations, statements, acknowledgements and releases. If the victim is a minor or incapacitated, a parent or legal guardian must sign on their behalf. If the applicant does not sign where required, or attempts to modify the statements contained therein, the application may be denied.
- C. As defined under NRS 719 the VOCP has the right to accept electronic signatures on their application form.
- D. New Applicants shall provide the last four digits of their social security number to aid in identification where necessary.

**6. Acknowledgement of Subrogation, Financial Eligibility and Penalties**

- A. The section titled “My Promise to Repay the VOCP” reflects the provisions of NRS 217.240, which gives the State of Nevada a subrogation lien on any recoveries by the victim as a result of the crime. This applies primarily to lawsuits but could also cover restitution, insurance, social security, or other payments to victims.

My Promise to Repay the VOCP: I hereby acknowledge my legal obligation to repay the VOCP any money paid to me, or paid on my behalf, by the VOCP, if I receive any money, from any source, as a result of the crime. I hereby agree to notify the VOCP if I hire an attorney to pursue a lawsuit or if I receive any court ordered restitution or other recovery including, but not limited to, insurance payments, settlements or other benefit payments.

- B. The section titled “Certificate of Financial Eligibility” reflects the provisions of NRS 217.220 that provides for denial if payment of the bills would not present a financial hardship on the victim. The statute allows the victim to have up to one years’ worth of salary in savings or investments and still be eligible.

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**Certificate of Financial Eligibility:** I hereby certify that I do not have Savings or Investments exceeding the amount of my Annual Income, and that it would be a financial hardship if I were to receive no assistance from the VOCP. I hereby authorize any insurer, financial institution, government agency, or any other person with information about me to release information about me to the VOCP.

- C. The section titled “Penalties for Providing False Information” reflects the provisions of NRS 217.270, which makes it a crime to provide false information for the purposes of obtaining benefits.

**Penalties for Providing False Information:** I understand that I may be imprisoned or fined for providing false or misleading, or intentionally incomplete information to the VOCP. I declare under penalty of perjury and pursuant to Nevada law that all the information I have provided is true, correct and completed to the best of my information and belief.

### **7. VOCP Releases of Information**

- A. The section titled “VOCP Release of Information” reflects the policy allowing the VOCP to release information as necessary to administer the claim or the VOCP. Typical examples include releasing certain information to obtain police or medical reports and providing victims’ names to vendors to verify claim acceptance or denial information.

**VOCP Release of Information:** I hereby authorize the VOCP to release information to police agencies, medical or other service providers, my advocate, attorney, or representative concerning my application or claim as necessary to administer the VOCP or my claim. No information will be released where prohibited by law.

### **8. Medical, Law Enforcement and Employment Releases**

- A. The language of the following sections reflect the provisions of NRS 217.090 and NRS 217.100 which requires the compensation officer to review the victims medical reports and police reports and, in cases of wage claims, employment information. These releases allow the compensation officer to obtain such reports.
- B. The section titled “Medical Information Release” is used by the VOCP to comply with requirements of the Health Insurance Portability and Accountability Act of 1996, and allows the VOCP to obtain medical information about the victim.

**Medical Information:** I hereby authorize any hospital, medical clinic, physician, dentist, mental health provider, pharmacist, or any other medical provider to release any and all information including medical reports, histories, prognosis, treatment plans, billing information and any other information relating to my medical treatment for my crime related injuries or condition, to the VOCP as required by NRS 217.100. *This Medical Authorization shall automatically expire without express revocation one year from the date below.* This release is in compliance with all HIPAA regulations.

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- C. The section titled “Law Enforcement Reports” allows the VOCP to obtain investigative reports regarding the crime.

Law Enforcement Reports: I hereby authorize any police, law enforcement agency, child protective agency, or Coroner’s office to release any police, investigative, incident report, or coroner’s report related to my application to the VOCP as required by: NRS 217.110 (2)(d), NRS 217.180, NRS 217.210 (1) and NRS 217.220 (1) and (2). I understand that all such reports will remain confidential as provided by State and Federal law and NRS 217.105.

- D. Requests for Lost Wages benefits or Survivors benefits will also require the following employment release and acknowledgement, which must be signed by the victim or authorized applicant.

Employment Information: I hereby authorize my current or former employer to release any and all information concerning my employment status, including my wages, benefits, insurance, lost time or other information to the VOCP.

**9. Adult Applicants and Adult Survivors of Child Abuse**

- A. Adult victims and applicants must sign the application. Adults who cannot sign because of physical or mental limitations may have a dependent or representative sign an application on the victim’s behalf. Documentation, evidencing the applicant’s legal authority to act on behalf of the victim, may be required by the compensation officer.

**10. Minor Applicants**

- A. A minor who is a victim of crime may qualify for assistance from the VOCP. NRS 217.210 provides that minors, who are the victims of sexual abuse or assault, or a victim of pornography, have until age 21 to file a claim with the VOCP.
- B. Late claims may be excused as provided in paragraph 8 above: Waiver of Late Application.
- C. Minor victims cannot file an application without parental or responsible adult authorization. An adult must sign on behalf of the minor victim. The following adults may file an application on behalf of a minor:
- 1) Parent
  - 2) Legal Guardian
  - 3) Victim Advocate
  - 4) Social Worker or Probation Officer
  - 5) Relative Caregiver
  - 6) Other Court-Approved Designees



## **Section Six. Police Reports**

### **1. Police Reports Required**

- A. An application for VOCP benefits cannot be approved unless a police report was filed. NRS 217.090 requires the compensation officer to verify certain facts contained in the reports of law enforcement agencies who investigated the crime. This section states in part:

*"A compensation officer shall:*

*(a) Conduct an investigation to determine the eligibility of the applicant for aid, including but not limited to: ...*

*(3) Obtaining and reviewing reports of peace officers and statements of witnesses."*

- B. The compensation officer verifies the following information from the police report:

- 1) Whether the report filed within 5 days of the crime per NRS 217. 210.
- 2) Whether the crime committed is covered by the VOCP.
- 3) Whether the applicant was a victim of that crime.
- 4) Whether the applicant was injured during the crime.
- 5) Whether the applicant participated in the crime.
- 6) Whether the applicant contributed to their injuries.
- 7) Whether the applicant cooperated with the police.

- C. Police Reports must be provided to VOCP pursuant to NRS 217.110 (3). This section states:

*3. If a compensation officer submits a request pursuant to subsection 2 for investigative or police reports which concern:*

*(a) A natural person, other than a minor, who committed a crime against the victim, a law enforcement agency shall provide the compensation officer with a copy of the requested investigative or police reports within 10 days after receipt of the request or within 10 days after the reports are completed, whichever is later.*

*(b) A minor who committed a crime against the victim, a juvenile court or a law enforcement agency shall provide the compensation officer with a copy of the requested investigative or police reports within 10 days after receipt of the request or within 10 days after the reports are completed, whichever is later.*

*4. A law enforcement agency or a juvenile court shall not redact any information, except information deemed confidential, from an investigative or police report before providing a copy of the requested report to a compensation officer pursuant to subsection 3.*

*5. Any reports obtained by a compensation officer pursuant to subsection 3 are confidential and must not be disclosed except upon the lawful order of a court of competent jurisdiction.*

*6. When additional reports are requested pursuant to subsection 2, the compensation officer shall render a decision in the case, including an order directing the payment of compensation if compensation is due, within 15 days after receipt of the reports.*

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- D. In order to expedite the processing of the application, applicants are encouraged to obtain and submit, along with the application, a copy of the crime report prepared by the law enforcement agency where the crime was reported. In cases where the applicant or their representative is unable to obtain a crime report, the VOCP will attempt to obtain the crime report by sending a written request for the report to the agency identified in the application.
- E. No application will be complete until the VOCP receives a copy of the crime report. The report must be a report generated by a law enforcement agency, or a voluntary statement from the victim or witness to the crime that shows evidence of receipt by the law enforcement agency. If the applicant does not provide a police report with the application, or otherwise, and the VOCP does not receive a report after 30 days after its written request, the application may be denied.
- F. The police report must be legible and sufficiently free of redactions, whiteouts, and other markings to be read and understood by the compensation officer. The report must contain sufficient information to establish eligibility of the applicant under these policies. Reports that do not meet these criteria may be rejected and applications supported by such reports may be denied.
- G. The compensation officer may request a subpoena for a police report to be issued by the hearing or appeals officer, at the discretion of the compensation officer, whether or not an appeal or hearing request has been filed. The hearing or appeals officer will issue the subpoena where the compensation officer establishes the following:
  - 1) that a written request for the police report was denied, or
  - 2) the request was not responded to, as verified by the compensation officer, or
  - 3) the report provided is unreadable or difficult to decipher due to whiteouts, redactions or other alterations.

## **2. Police Report Verification Form**

- A. If a law enforcement agency is unable to release a full investigative report for any reason, it may submit a completed a "Police Report Verification" form as provided by the VOCP, in lieu of submitting an official police report. The submission of a police report verification form does not excuse the law enforcement agency from complying with NRS 217.110 by providing an official police report, if the compensation officer or a hearings or appeals officer otherwise requires an official police report.
- B. The police report verification form approved by the VOCP provides the facts of the crime including:
  - 1) the date of the crime and the date the crime was reported,
  - 2) whether the victim participated in the commission of the crime,
  - 3) whether the victim was involved in the events leading to the crime, and
  - 4) whether the victim cooperated with law enforcement.

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- C. In cases involving DUI's, any other information that may be necessary, such as drug or alcohol test results, or police officer observations or field sobriety reports, may be provided in the Police Report Verification Form. These facts may also be verified by letter, email, or otherwise.

**3. When Police Reports are Unavailable or Not Required**

- A. If a crime report is not required to be made to law enforcement, by other state or federal laws or regulations, or when a sexual assault victim submits to a forensic examination, but does not file a law enforcement report, the compensation officer may approve the claim without a crime report as long as there is sufficient documentation that a crime was committed against the applicant.
- B. Where the VOCP has made a written request to the law enforcement agency identified in the application, and the law enforcement agency is unable or unwilling to provide a copy of the official police report, the hearing officer may not remand the matter to the VOCP. The hearing officer may subpoena police reports or personnel, if it will assist the hearing officer determine whether the applicant is qualified for VOCP assistance under these policies.
- C. If the applicant appeals the denial of an application for reasons related to the adequacy or existence of a law enforcement report, they will have the burden of establishing, by official documentation, that a police report was filed and the requirements of NRS 217.210 have been met.

**4. Statements of Law Enforcement in Police Reports.**

- A. Law enforcement reports will be accepted as evidence by the hearing or appeals officer, and will not be subject to disqualification based on hearsay objections.
- B. The compensation officer will consider the following when evaluating law enforcement statements concerning applicants' cooperation, or failure to cooperate:
  - 1) Whether the applicant was required to cooperate under any other state or federal law or regulation
  - 2) Whether applicant demonstrates subsequent cooperation with law enforcement
  - 3) Whether applicant demonstrates justifiable fear for victims' safety, or the safety of family members
  - 4) Whether applicant demonstrates justifiable fear of violent retaliation
  - 5) Credible threat of family disruption or displacement
- C. Statements of law enforcement officers contained in their reports will be considered, and significant weight will be given to the evidence from, and conclusions of a law enforcement agency when determining whether or not a crime occurred, or the applicant cooperated. Evidence from the victim that contradicts, corrects or clarifies such reports will also be accepted into evidence and given full consideration.

## **Section Seven. Crime Types Eligible for Consideration**

### **1. Murder: NRS 200.010**

A. Murder is defined under NRS 200.010 as the “*unlawful killing of a human being*”.

### **2. Assault and Battery: NRS 200.471; NRS 200.481**

A. Assault is defined under NRS 200.471 as “*intentionally placing another person in reasonable apprehension of immediate bodily harm*”.

B. Battery is defined under NRS 200.481 as “*any willful and unlawful use of force or violence upon the person of another*”.

### **3. Robbery: NRS 200.380**

A. Robbery is defined under NRS 200.380 as:

*1....the unlawful taking of personal property from the person of another, or in his presence, against his will, by means of force or violence or fear of injury, immediate or future, to his person or property, or the person or property of a member of his family, or of anyone in his company at the time of the robbery.*

### **4. Driving Under the Influence: NRS 484.379**

A. NRS 484.379 states:

*1. It is unlawful for any person who:*

*(a) Is under the influence of intoxicating liquor;*

*(b) Has a concentration of alcohol of 0.08 or more in his blood or breath; or*

*(c) Is found by measurement within 2 hours after driving or being in actual physical control of a vehicle to have a concentration of alcohol of 0.08 or more in his blood or breath,*

*to drive or be in actual physical control of a vehicle on a highway or on premises to which the public has access.*

*2. It is unlawful for any person who:*

*(a) Is under the influence of a controlled substance;*

*(b) Is under the combined influence of intoxicating liquor and a controlled substance;  
or*

*(c) Inhales, ingests, applies or otherwise uses any chemical, poison or organic solvent, or any compound or combination of any of these, to a degree which renders him incapable of safely driving or exercising actual physical control of a vehicle,*

*to drive or be in actual physical control of a vehicle on a highway or on premises to which the public has access. The fact that any person charged with a violation of this subsection is or has been entitled to use that drug under the laws of this State is not a defense against any charge of violating this subsection.*

**5. Pedestrian Hit & Run: NRS 484.219: NRS 484.111**

A. A Hit & Run crime occurs when someone violates the requirements of NRS 484.219, which states:

*1. The driver of any vehicle involved in an accident on a highway or on premises to which the public has access resulting in bodily injury to or the death of a person shall immediately stop his vehicle at the scene of the accident or as close thereto as possible, and shall forthwith return to and in every event shall remain at the scene of the accident until he has fulfilled the requirements of NRS 484.223.*

B. A Pedestrian is defined under NRS 484.111, which states:

*“Pedestrian” means a person afoot, a person in a manual or motorized wheelchair, or a person on an electric personal assistive mobility device as defined in NRS 482.029.*

**6. Sexual Assault or Spousal Rape: NRS 200.366**

A. Sexual Assault is defined under NRS 200.366, which states:

*1. A person who subjects another person to sexual penetration, or who forces another person to make a sexual penetration on himself or another, or on a beast, against the will of the victim or under conditions in which the perpetrator knows or should know that the victim is mentally or physically incapable of resisting or understanding the nature of his conduct, is guilty of sexual assault.*

B. Spousal Rape is defined under NRS 200.373, which states:

*It is no defense to a charge of sexual assault that the perpetrator was, at the time of the assault, married to the victim, if the assault was committed by force or by the threat of force.*

**7. Domestic Violence: NRS 33.018**

A. Domestic Violence is defined under NRS 33.018, which states:

*1. Domestic violence occurs when a person commits one of the following acts against or upon his spouse, former spouse, any other person to whom he is related by blood or marriage, a person with whom he is or was actually residing, a person with whom he has had or is having a dating relationship, a person with whom he has a child in common, the minor child of any of those persons, his minor child or any person who has been appointed the custodian or legal guardian for his minor child:*

*(a) A battery.*

*(b) An assault.*

*(c) Compelling the other by force or threat of force to perform an act from which he has the right to refrain or to refrain from an act which he has the right to perform.*

*(d) A sexual assault.*

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*(e) A knowing, purposeful or reckless course of conduct intended to harass the other. Such conduct may include, but is not limited to:*

- (1) Stalking.*
- (2) Arson.*
- (3) Trespassing.*
- (4) Larceny.*
- (5) Destruction of private property.*
- (6) Carrying a concealed weapon without a permit.*
- (7) Injuring or killing an animal.*

*(f) A false imprisonment.*

*(g) Unlawful entry of the other's residence, or forcible entry against the other's will if there is a reasonably foreseeable risk of harm to the other from the entry.*

*2. As used in this section, "dating relationship," means frequent, intimate associations primarily characterized by the expectation of affection or sexual involvement. The term does not include a casual relationship or an ordinary association between persons in a business or social context.*

### **8. Child Abuse, Endangerment, Molestation: NRS 200.508**

A. Child Abuse and Endangerment is defined under NRS 200.508, which defines the abuser as:

*1. A person who willfully causes a child who is less than 18 years of age to suffer unjustifiable physical pain or mental suffering as a result of abuse or neglect or to be placed in a situation where the child may suffer physical pain or mental suffering as the result of abuse or neglect:*

B. Sexual Abuse of a minor is defined under 432B.100, which states:

*"Sexual abuse" includes acts upon a child constituting:*

- 1. Incest under NRS 201.180;*
- 2. Lewdness with a child under NRS 201.230;*
- 3. Sado-masochistic abuse under NRS 201.262;*
- 4. Sexual assault under NRS 200.366;*
- 5. Statutory sexual seduction under NRS 200.368;*
- 6. Open or gross lewdness under NRS 201.210; and*
- 7. Mutilation of the genitalia of a female child, aiding, abetting, encouraging or participating in the mutilation of the genitalia of a female child, or removal of a female child from this State for the purpose of mutilating the genitalia of the child under NRS 200.5083.*

### **9. Elder Abuse: NRS 200.5092**

A. Elder Abuse is defined under NRS 200.5092, which states:

*1. "Abuse" means willful and unjustified:*

*(a) Infliction of pain, injury or mental anguish on an older person or a vulnerable person; or*

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(b) Deprivation of food, shelter, clothing or services which are necessary to maintain the physical or mental health of an older person or a vulnerable person.

2. "Exploitation" means any act taken by a person who has the trust and confidence of an older person or a vulnerable person or any use of the power of attorney or guardianship of an older person or a vulnerable person to:

(a) Obtain control, through deception, intimidation or undue influence, over the older person's or vulnerable person's money, assets or property with the intention of permanently depriving the older person or vulnerable person of the ownership, use, benefit or possession of his money, assets or property; or

(b) Convert money, assets or property of the older person or vulnerable person with the intention of permanently depriving the older person or vulnerable person of the ownership, use, benefit or possession of his money, assets or property.

➡ As used in this subsection, "undue influence" does not include the normal influence that one member of a family has over another.

3. "Isolation" means willfully, maliciously and intentionally preventing an older person or a vulnerable person from having contact with another person by:

(a) Intentionally preventing the older person or vulnerable person from receiving his visitors, mail or telephone calls, including, without limitation, communicating to a person who comes to visit the older person or vulnerable person or a person who telephones the older person or vulnerable person that the older person or vulnerable person is not present or does not want to meet with or talk to the visitor or caller knowing that the statement is false, contrary to the express wishes of the older person or vulnerable person and intended to prevent the older person or vulnerable person from having contact with the visitor; or

(b) Physically restraining the older person or vulnerable person to prevent the older person or vulnerable person from meeting with a person who comes to visit the older person or vulnerable person.

➡ The term does not include an act intended to protect the property or physical or mental welfare of the older person or vulnerable person or an act performed pursuant to the instructions of a physician of the older person or vulnerable person.

4. "Neglect" means the failure of:

(a) A person who has assumed legal responsibility or a contractual obligation for caring for an older person or a vulnerable person or who has voluntarily assumed responsibility for his care to provide food, shelter, clothing or services which are necessary to maintain the physical or mental health of the older person or vulnerable person; or

(b) An older person or a vulnerable person to provide for his own needs because of inability to do so.

5. "Older person" means a person who is 60 years of age or older.

### **10. Pornography Involving a Minor: NRS 200.700**

- A. The crime of involving a minor in pornography is defined in NRS 200.700, which makes it unlawful to produce or promote any sexual conduct or portrayal of a minor. Definitions include:



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1. *“Performance” means any play, film, photograph, computer-generated image, electronic representation, dance or other visual presentation.*

2. *“Promote” means to produce, direct, procure, manufacture, sell, give, lend, publish, distribute, exhibit, advertise or possess for the purpose of distribution.*

3. *“Sexual conduct” means sexual intercourse, lewd exhibition of the genitals, fellatio, cunnilingus, bestiality, anal intercourse, excretion, sado-masochistic abuse, masturbation, or the penetration of any part of a person’s body or of any object manipulated or inserted by a person into the genital or anal opening of the body of another.*

4. *“Sexual portrayal” means the depiction of a person in a manner which appeals to the prurient interest in sex and which does not have serious literary, artistic, political or scientific value.*

### **11. Human Trafficking: NRS 200.468**

A. The crime of Human Trafficking for illegal purposes is defined under NRS 200.468, which states:

1. *A person shall not transport, procure transportation for or assist in the transportation of or procurement of transportation for another person into the State of Nevada whom he knows or has reason to know does not have the legal right to enter or remain in the United States with the intent to:*

*(a) Subject the person to involuntary servitude or any other act prohibited pursuant to NRS 200.463 or 200.465;*

*(b) Violate any state or federal labor law, including, without limitation, 8 U.S.C. § 1324a; or*

*(c) Commit any other crime which is punishable by not less than 1 year imprisonment in the state prison.*

### **12. Stalking: NRS 200.575**

A. The crime of Stalking is defined under NRS 200.575, which states:

1. *A person who, without lawful authority, willfully or maliciously engages in a course of conduct that would cause a reasonable person to feel terrorized, frightened, intimidated or harassed, and that actually causes the victim to feel terrorized, frightened, intimidated or harassed, commits the crime of stalking.*

### **13. Kidnapping: NRS 200.310**

A. The crime of Kidnapping is defined under NRS 200.310, which states:

1. *A person who willfully seizes, confines, inveigles, entices, decoys, abducts, conceals, kidnaps or carries away a person by any means whatsoever with the intent to hold or detain, or who holds or detains, the person for ransom, or reward, or for the purpose of committing sexual assault, extortion or robbery upon or from the person, or for the purpose of killing the person or inflicting substantial bodily harm upon him, or to exact*

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*from relatives, friends, or any other person any money or valuable thing for the return or disposition of the kidnapped person, and a person who leads, takes, entices, or carries away or detains any minor with the intent to keep, imprison, or confine him from his parents, guardians, or any other person having lawful custody of the minor, or with the intent to hold the minor to unlawful service, or perpetrate upon the person of the minor any unlawful act is guilty of kidnapping in the first degree which is a category A felony.*

*2. A person who willfully and without authority of law seizes, inveigles, takes, carries away or kidnaps another person with the intent to keep the person secretly imprisoned within the State, or for the purpose of conveying the person out of the State without authority of law, or in any manner held to service or detained against his will, is guilty of kidnapping in the second degree which is a category B felony.*

### **14. Terrorism: NRS 217.035; NRS 217.070; 18 U.S.C. § 2331(1)**

A. Acts of Terrorism as defined by 18 U.S.C. § 2331(1) include:

*(1) the term “international terrorism” means activities that—*

*(A) involve violent acts or acts dangerous to human life that are a violation of the criminal laws of the United States or of any State, or that would be a criminal violation if committed within the jurisdiction of the United States or of any State;*

*(B) appear to be intended—*

*(i) to intimidate or coerce a civilian population;*

*(ii) to influence the policy of a government by intimidation or coercion; or*

*(iii) to affect the conduct of a government by mass destruction, assassination, or kidnapping; and*

*(C) occur primarily outside the territorial jurisdiction of the United States, or transcend national boundaries in terms of the means by which they are accomplished, the persons they appear intended to intimidate or coerce, or the locale in which their perpetrators operate or seek asylum;*

## **Section Eight. Eligibility Standards and Criteria**

### **1. General**

A. NRS 217.160 defines who may be approved by the VOCP. This section provides:

*NRS 217.160 Persons who may be awarded compensation.*

*1. The compensation officer may order the payment of compensation:*

*(a) To or for the benefit of the victim.*

*(b) If the victim has suffered personal injury, to any person responsible for the maintenance of the victim who has suffered pecuniary loss or incurred expenses as a result of the injury.*

*(c) If the victim dies, to or for the benefit of any one or more of the dependents of the victim.*

*(d) To a minor who is a member of the household or immediate family of a victim of a battery which constitutes domestic violence pursuant to NRS 33.018 who needs an assessment, a psychological evaluation or psychological counseling for emotional*

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*trauma suffered by the minor as a result of the battery.*

*(e) To a member of the victim's household or immediate family for psychological counseling for emotional trauma suffered by the member as a result of the crime of murder as defined in NRS 200.010.*

- B. The VOCP assists victims of crime when the victim suffers "personal injury" as defined in NRS 217.050, which includes "actual" bodily harm or "threat" of bodily harm.
- C. The VOCP assists persons who are responsible for the victim, who have suffered financial loss from a victim's injuries, such as assistance with emergency room bills, and other crime related expenses. This applies to minor victims and other victims who are not minors, but are dependent for their care because of mental or physical incapacities or disabilities, or otherwise as approved by the compensation officer.
- D. The VOCP assists dependents of the victim who have suffered financial loss from a victim's death, such as payment of survivor benefits, crime scene cleanup, and mental health counseling.
- E. The VOCP assists minors who witness domestic violence crimes, and minors and family members of murder victims, with mental health counseling.
- F. The VOCP compensation officer will issue a written determination if the applicant qualifies for the VOCP, or does not qualify, pursuant to NRS 217.090. The determination notice will avoid reference to sensitive information or details concerning the application or crime.
- G. In order for an applicant to qualify for the VOCP, the applicant must meet eligibility criteria set forth in NRS 217 and these policies.
- H. Crimes covered by the VOCP are referred to throughout these policies with citations to Nevada law. Any such reference is not by way of limitation, unless so stated. These policies are intended to provide for victims of federal crimes similar to those described herein. Changes to, or errors in statutory citations, will not affect the application of these policies.

## **2. Physical Injury Claims**

- A. A victim must suffer physical injury or death to qualify for certain benefits including payment of medical or dental bills, lost earnings or support, funeral expenses, crime scene clean up, prescription medication, and in most cases relocation expenses. NRS 217.070 (1).
- B. A physical injury or a death most likely will be documented in the Police Report. Crime related deaths are documented in the Coroner's Report. Medical Reports, particularly emergency room reports, will document the victim's injuries. These documents may help the compensation officer determine if a victim qualifies for benefits, as well as the scope of the claim. To avoid delays victims are encouraged to submit these reports and other supporting documents or bills with their applications or as soon as they become available after an application has been completed and submitted.

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### **C. Crimes that qualify for benefits associated with a physical injury claim in Nevada are:**

- 1) Murder, NRS 217.070 (1), NRS 217.160 (e), NRS 200.010
- 2) Assault and Battery, NRS 217.070 (1), NRS 200.471, NRS 200.481
- 3) Robbery, NRS 200.380
- 4) Drunk Driving, NRS 217.070 (4), NRS 484.379
- 5) Pedestrian Hit and Run, NRS 217.070 (5), NRS 484.219
- 6) Arson, NRS 205.10
- 7) Any other violent crime identified in these policies or the laws of the State of Nevada, where the victim suffers physical injury.

### **3. Catastrophic Injury Claims**

- A. Catastrophic Injuries are those that create a total and permanent disability for the victim, such as the loss of multiple extremities, paraplegia or quadriplegia, or loss of sight in both eyes.
- B. A Catastrophic Injury claim may be approved by the VOCP coordinator as permitted by NRS 217.200. Additional funds may be used to pay for items that directly assist the victim, such as medical care and surgeries, extended lost wages, making a home or vehicle accessible, job training and vocational rehabilitation, temporary home health care, or purchase of and/or training in the use of special appliances or prosthetic devices.
- C. A claim involving life-threatening injuries, where additional surgical or emergency medical care is required to save the life or when failure to receive necessary treatment will result in significant and permanent loss of an important bodily function, and where the cost of such necessary medical care exceeds the \$35,000 limit set by these policies, may be approved for additional funding by the VOCP coordinator.
- D. Catastrophic Injury funds are not intended for long term nursing care or in-patient type services. These policies recognize that such claims will exhaust funds intended to provide lifesaving care or to assist in restoring mobility and access. Any requests for in-patient, nursing home, or other long term care will not be approved by the VOCP. Child care assistance for catastrophically injured minors will be considered by the VOCP coordinator on a case by case basis.

### **4. Presumed or Emotional Injury Claims**

- A. Certain crimes resulting in emotional or mental injuries only, may be eligible for mental health counseling, child care, relocation, home security repair, and emergency housing or living expenses. The compensation officer does not need to find physical injury in the following crimes:
  - 1) Sexual Assault, NRS 200.366
  - 2) Domestic Violence, NRS 217.160 (d), NRS 217.220 (3), NRS 200.485

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- 3) Spousal Rape, NRS 217.050 (3), NRS 200.366, NRS 200.377
- 4) Child Abuse, Endangerment, Molestation, NRS 217.070 (3), NRS 432B.100, NRS 200.508, NRS 201.230
- 5) Incest, NRS 201.180
- 6) Elder Abuse, NRS 217.070 (6), NRS 200.5099
- 7) Pornography Involving a Minor, NRS 217.050 (2)
- 8) Human Trafficking, NRS 217.050 (3), NRS 200.467, NRS 200.468
- 9) Stalking, NRS 200.575,
- 10) Robbery, NRS 200.380
- 11) An Act of Terrorism, NRS 217.035 (2), NRS 217.070
- 12) Burglary NRS 205.067

- B. If an applicant is a victim of a crime that is ongoing such as: domestic violence and child abuse, an application does not need to be filed for each incident. A series of incidents is considered one crime for application purposes.

#### **5. Threat of Injury Claims**

- A. Certain crimes or threats resulting in emotional or mental injuries only may be eligible for mental health counseling benefits through the VOCP. NRS 217.050 defines personal injury as: “actual bodily harm or threat of bodily harm which results in a need for medical treatment”.
- B. A threat of physical injury includes, but is not limited to the following situations:
- 1) The victim was directly threatened with a weapon;
  - 2) The victim was within sight and range or proximity of a person brandishing a weapon and reasonably felt threatened for their own safety;
  - 3) The victim was directly threatened with serious bodily injury and there was a reasonable probability that:
  - 4) The threat would be carried out; and
  - 5) Physical injury would result if the threat were carried out.
- C. Crimes that may qualify under threat of injury include:
- 1) Robbery, NRS 200.380
  - 2) Kidnapping, NRS 200.320
  - 3) Involuntary servitude, NRS 200.463
  - 4) Trafficking in persons, NRS 200.467, NRS 200.468
  - 5) Stalking, NRS 200.575,

#### **6. Children’s Claims in Domestic Violence Cases**

- A. A minor is presumed to have sustained an injury as a result of a domestic violence crime if the child witnessed a domestic violence crime. This presumption qualifies the victim for mental health counseling benefits as provided by these policies.

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- B. The children of parties involved in domestic violence and assault, that are exposed to domestic violence, are entitled to independent VOCP claims and benefits, whether or not their parents file claims or have claims approved or denied.
- C. A minor witnessed a domestic violence crime if the minor saw or heard an act constituting a domestic violence crime. NRS 217.160 provides:

*“Persons who may be awarded compensation.*

- 1. The compensation officer may order the payment of compensation:*

*(d) To a minor who is a member of the household or immediate family of a victim of a battery which constitutes domestic violence pursuant to NRS 33.018 who needs an assessment, a psychological evaluation or psychological counseling for emotional trauma suffered by the minor as a result of the battery.”*

## **7. Vehicle-Related Crimes**

- A. Most vehicle-related crimes are not covered by the VOCP. Injuries from accidents caused by speeding, reckless or careless driving, and similar crimes are outside the scope of VOCP coverage. NRS 217.220 prohibits acceptance of motor vehicle accident injuries except in limited circumstances. NRS 217.220 provides:

*“Award of compensation prohibited under certain circumstances; exceptions.*

- 1. Except as otherwise provided in subsections 2 and 3, compensation must not be awarded if the victim:*

*(a) Was injured or killed as a result of the operation of a motor vehicle, boat or airplane unless the vehicle, boat or airplane was used as a weapon in a deliberate attempt to harm the victim or unless the driver of the vehicle injured a pedestrian, violated any of the provisions of NRS 484.379 or the use of the vehicle was punishable pursuant to NRS 484.3795 or NRS 484.37955”.*

- B. The Board of Examiners acknowledges the misplaced comma after the word pedestrian, in Section 1(a), may be read to allow claims where the driver injured a pedestrian even if the driver was not intoxicated or did not leave the scene, as required in NRS 217.070. The Board of Examiners rejects this interpretation and declares that until the Legislature acts to correct this grammatical error, the intent of this section is to assist victims of intoxicated drivers as otherwise provided in this section.
- C. The following vehicle crimes qualify for the VOCP:
  - 1) Injury or death intentionally inflicted through the use of: a motor vehicle, aircraft, or a water vehicle. NRS 217.220 (1) a)
  - 2) Pedestrian injury or death caused by Hit and Run, NRS 217.070 (5). NRS 484.219
  - 3) Injuries caused by someone driving under the influence (DUI). NRS 217.070 (4), NRS 484.379

**8. DUI Crimes**

- A. The compensation officer, when evaluating an application for a case involving DUI, will consider any of the following as evidence in support of an application:
  - 1) Blood alcohol content report,
  - 2) Blood test for drugs,
  - 3) Breath test report,
  - 4) Evidence that driver failed roadside tests,
  - 5) Acceptance of case for prosecution for DUI,
  - 6) Other credible evidence including statements from officers investigating the crime that indicate the driver was driving under the influence of alcohol.

**9. Ineligible Crimes**

- A. A crime, which does not result in physical injury, threat of injury, presumed injury, or death to the victim.
- B. Crimes that involve only property loss or damage.
- C. A crime that occurs in the workplace and is covered by workers compensation.
- D. Traffic crimes.
- E. Other ineligible crimes include fraud, theft, Identity theft, computer and web related crimes, property damage, trespass and vandalism.

**10. Prison or Jail Victims**

- A. Individuals who are incarcerated at the time of their injury or death are not eligible for compensation by the VOCP pursuant to NRS 217.220 (1) (d).

**11. Residency and Citizenship Requirements**

- A. Nevada law requires that applicants must be legally entitled to reside in the United States as a condition of acceptance by the VOCP. NRS 217.220 provides:

*“1. Except as otherwise provided in subsections 2 and 3, compensation must not be awarded if the victim:*

*(b) Was not a citizen of the United States or was not lawfully entitled to reside in the United States at the time the incident upon which the claim is based occurred or he is unable to provide proof that he was a citizen of the United States or was lawfully entitled to reside in the United States at that time”.*

- C. The following documents will be accepted as proof of residency from victims who were not born in the United States:



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- 1) Unexpired Permanent Resident Card
  - 2) Unexpired Temporary Resident Card
  - 3) Valid, unexpired US Passport
  - 4) Resident Alien Card or I-551 Receipt
  - 5) Valid, unexpired Foreign Passport stamped "Processed for I-551"
  - 6) Unexpired Employment Authorization document
  - 7) Unexpired Student Visa that permits residency in the US for a specific period
- D. Applications received from foreign visitors, tourists, and people living in Nevada without valid, unexpired legal documentation will be denied.

### **12. Financial Eligibility Standards**

- A. An application may be denied if the victim will not incur a serious financial hardship without VOCP assistance. In determining if a hardship exists the VOCP allows the victim to have up to one year's earnings in savings or investments, plus the equity in a home and automobile, and still be financially eligible. NRS 217.220 (4) provides:

*"The compensation officer may deny an award if he determines that the applicant will not suffer serious financial hardship. In determining whether an applicant will suffer serious financial hardship, the compensation officer shall not consider:*

- (a) The value of the victim's dwelling;*
- (b) The value of one motor vehicle owned by the victim; or*
- (c) The savings and investments of the victim up to an amount equal to the victim's annual salary."*

- B. These policies recognize that few if any victims of violent crime have savings and assets equivalent to those set forth in this section of the law. These policies also establish an "institutional philosophy" that all victims deserve to be treated equally and deserve to be made whole regardless of their position in life.
- C. The VOCP does not require income, budget or other financial documentation to determine financial eligibility. This issue is addressed by having the victim sign a certification of eligibility, with the application, that the victim meets the criteria set forth in NRS 217.220.
- D. This certification supplants any requirement that an applicant provide detailed financial information to VOCP to establish "financial hardship". It does not diminish the requirement that crime related resources, such as civil law suit proceeds, be used to reimburse the VOCP.

## **Section Nine. Limitations on Compensation**

### **1. Contribution: General Considerations**

- A. To the extent the victim's acts or conduct provoked or contributed to the victim's injuries, the VOCP may deny the award to the applicant.
- B. To qualify for VOCP benefits, the applicant must not have participated in the crime that led

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to the victimization. A victim participated and is not eligible if they are a “coconspirator, codefendant, or accomplice” in the crime, or if they are an adult passenger of a DUI driver.

*NRS 217.220 Award of compensation prohibited under certain circumstances;*

*1. Except as otherwise provided in subsections 2 and 3, compensation must not be awarded if the victim: ...*

*(c) Was a coconspirator, codefendant, accomplice or adult passenger of the offender whose crime caused the victim's injuries:*

- C. Claims may be denied where the victim was engaged in illegal activities, or was committing a crime under Nevada law at the time of their injuries.

### **2. Contributory Conduct Considerations**

- A. A victim who is involved in the events leading to the crime may not be eligible for VOCP benefits if the behavior of the victim contributed to the victim's injuries.

- B. Sec. 2. NRS 217.180 provides:

*1. Except as otherwise provided in subsection 2, in determining whether to make an order for compensation, the compensation officer shall consider the provocation, consent or any other behavior of the victim that directly or indirectly contributed to his injury or death, the prior case or social history, if any, of the victim, the need of the victim or his dependents for financial aid and other relevant matters.*

*2. If the case involves a victim of domestic violence or sexual assault, the compensation officer shall not consider the provocation, consent or any other behavior of the victim that directly or indirectly contributed to his injury or death.*

- C. Definition of contributory conduct:

*Contributory conduct is intentional conduct, willingly and knowingly engaged in by the victim that is both a direct cause, and a proximate cause, of the victim's injuries.*

- D. Applications will not be denied based on contributory conduct where:

- 1) The victim is a victim of sexual assault;
- 2) The victim is a victim of domestic violence;
- 3) The victim acts in self-defense or defense of others;
- 4) The victim acts are attributable to reasonable efforts by the victim to aid a crime victim, to prevent a crime from occurring in his presence, or to apprehend a person who has committed a crime in his presence.

- E. If an application is denied for issues related to contributory conduct and the applicant appeals the denial, the applicant will have the burden of establishing that their conduct meets the standards and criteria set forth in these policies. The VOCP will not be required to establish an applicant's behavior did not meet the standards established by these policies.

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- F. To qualify for benefits associated with physical injury claims an applicant must not act in a way that caused or contributed to their injury. The contributory conduct must be the “proximate cause” of the injury to disqualify an applicant from acceptance by the VOCP. Such conduct may be determined by the victim’s actions immediately before or during the crime.
- G. Applications for assistance may be denied in whole or in part if the victim suffered physical injury from:
  - 1) crimes in which the victim deliberately provoked the offender by means of fighting words, “road rage”, racial pejoratives or other taunting, or by threats coupled with overt actions indicating the victim's intent to carry out the threat;
  - 2) crimes in which the victim initiated or significantly escalated a physical altercation with the offender;
  - 3) crimes constituting acts of retaliation or retribution for a crime or crimes previously committed by the victim;
  - 4) crimes committed during the course of an illegal drug transaction in which the victim was a knowing and willing participant;
  - 5) crimes in which the victim's felony criminal record, coupled with the circumstances of the crime, lead to the reasonable inference that the crime for which the applicant seeks compensation was directly caused or provoked by the victim's criminal history.

### **3. Mitigating Factors**

- A. Contributory conduct may be mitigated or excused in some circumstances. In cases where contributory conduct has been raised, the following mitigating factors may be considered:
  - 1) The victim is a victim of presumed or threat of injury crimes.
  - 2) The victim suffered an injury that was significantly more serious than reasonably could have been expected from their involvement in the events leading to the crime. For example: victim agrees to a fistfight and is shot, or uses a racial pejorative and is stabbed.
  - 3) Another person involved in the events leading to the crime escalated their conduct in a manner not reasonably foreseeable by the victim.
  - 4) A third party interfered in a manner not reasonably foreseeable by the victim.

### **4. Drug and Alcohol Intoxication Issues**

- A. Alcohol or drug Intoxication is not a basis for the denial of benefits under these policies.
- B. Alcohol or drug intoxication may affect a victim’s memory and credibility concerning the events leading to and involving the crime.
- C. In some situations alcohol or drug intoxication may undermine apparent consent, such as in cases involving “date rape” drugs.

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- D. These policies establish that drug or alcohol intoxication will not support a finding of consent and may be a mitigating factor in sexual assault and domestic violence cases.

### **5. Limited Claim Acceptance**

- A. Where there are contributory conduct issues that suggest denial, and mitigating factors that may reduce applicants' culpability only partially, the compensation officer may approve the claim for limited benefits, such as paying medical bills, but not lost wages or prescription medication benefits.

### **6. Prior Case or Social History**

- A. NRS 217.180(1) requires the compensation officer to consider whether the victim has prior VOCP applications or claims. A claim may be denied or benefits may be limited where the victim has filed previous or multiple claims or has a social history of crime or gang involvement. NRS 217.180(1) provides:

*"In determining whether to make an order for compensation, the compensation officer shall consider the provocation, consent or any other behavior of the victim which directly or indirectly contributed to his injury or death, the prior case or social history, if any, of the victim, the need of the victim or his dependents for financial aid and other relevant matters."*

- B. An applicant will not be denied compensation because of the applicant's or the victim's familial relationship with the offender or because of the sharing of a residence by the victim or applicant and the offender.
- C. The compensation officer may consider the victims social history, including their criminal history and criminal or gang affiliations.
- D. Claims may be denied where the circumstances of the crime are related to gang or criminal activity involving the victim, or where the victims' background is consistent with the criminal activity leading to victims' injuries.

## **Section Ten. Claim Limits and Payment Policies**

### **1. General**

- A. The VOCP pays or reimburses victims for a variety of crime related expenses including medical, counseling, funeral, lost earnings, prescription medication, relocation and other crime related costs pursuant to NRS 217.200. This section provides:

*"Payment of compensation for expenses and losses; certificate for meritorious citizen's service; limitations.*

*1. The compensation officer may order the payment of compensation ... to a victim for:*

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- (a) Medical expenses, expenses for psychological counseling and nonmedical remedial care and treatment rendered in accordance with a religious method of healing, that are actually and reasonably incurred as a result of the personal injury or death of the victim;*
- (b) Loss of earnings or support that is reasonably incurred as a result of the total or partial incapacity of the victim for not longer than 52 weeks;*
- (c) Pecuniary loss to the dependents of a deceased victim;*
- (d) Funeral expenses that are actually and reasonably incurred as a result of the death of the victim; and*
- (e) Another loss which results from the personal injury or death of the victim and which the compensation officer determines to be reasonable.*

*2. The compensation officer may order the payment of compensation for a person who pays the funeral expenses of a victim.*

- B. The VOCP may reimburse applicants for specified expenses incurred as a result of the crime, which are not reimbursed by other sources. Requests for reimbursement must be accompanied by verifiable receipts. Handwritten receipts for compensable expenses may be denied without corroborating evidence of payment.
- C. Medical expenses incurred by a deceased victim may be considered for reimbursement only in cases where the applicant has incurred a legal obligation for payment as a relative or dependent of the victim as defined in NRS 217.060 to include:
  - 1) A spouse, parent, grandparent or stepparent;
  - 2) A natural born, step or adopted child;
  - 3) A grandchild, brother, sister, half-brother or half-sister; or
  - 4) A parent of a spouse.
- D. The VOCP does not reimburse expenses or pay for property loss or pain and suffering. There is no cash payment, award or settlement.
- E. The VOCP does not pay for the treatment of addiction.
- F. When expenses are submitted for payment, the VOCP will verify that the treatment or service was necessary as a result of the crime, and that it is payable under these policies.
- G. To detect and prevent possible billing errors or fraud, the applicant may be required to verify that treatments or services were received as billed, before payment to the provider is made. Payment may be denied where the VOCP is unable to verify service delivery.
- H. The VOCP does not pay foreign providers. If a victim obtains crime related treatment or services in a foreign country, those expenses will be considered discretionary benefits and subject to review and approval by the VOCP coordinator.

## **2. Claim and Benefit Limits**

- A. The claim limit established by these policies is \$35,000 per approved claim, except in cases of catastrophic injuries, where limits may be extended upon approval of the VOCP coordinator.
- B. The amount of compensation that is payable per approved claim is determined by the Board of Examiners after consideration of factors which include an evaluation of resources available to the VOCP and demands for services offered by the VOCP in the state. The Board of Examiners also considers the type and amount of compensation payable in other states.
- C. The claim limit is the total amount the VOCP can pay per approved claim, regardless of applicants' expenses or the number, or type of benefits approved by the VOCP.

*For example, an applicant may be approved for lost wage benefits up to \$18,000, prescription medication reimbursement up to \$6,000, counseling up to \$5,000 and payment of hospital bills up to \$35,000. If the VOCP pays \$9,000 in lost wage reimbursement, \$3,000 for prescription medication, and \$3,000 for counseling the remaining amount for the hospital is \$20,000. The applicant may have hospital bills totaling \$30,000, but since the claim limit is capped at \$35,000 and \$15,000 has been paid, or reserved for other benefit payments, the hospital would only receive up to \$20,000. If the hospital accepts the payment of the lesser amount, the entire bill is deemed paid in full by NRS 217.245, and the applicant is relieved of any further legal obligation for that debt.*

- D. The VOCP pays a variety of "benefits" on approved claims. Most benefits are defined and limited by these policies. These limits are a cap on expenditures in a specific benefit category, not a guarantee or right to such a benefit payment. Any benefit levels provided for in these policies may be adjusted from time to time as the Board of Examiners determines.
- E. A hearings or appeals officer may not order the compensation officer to pay any claim or benefit that exceeds the limits set by these policies.
- F. The VOCP coordinator is authorized to approve payments that exceed the approved medical fee schedules or claim benefit levels when such approval is necessary:
  - 1) In emergencies, or
  - 2) As necessary to address unforeseen circumstances, or
  - 3) As required to meet a commitment by the VOCP to a medical or other provider or vendor, or
  - 4) For good cause as determined by the VOCP coordinator.
- G. Such approvals must be documented in the VOCP file.

- H. The VOCP may reimburse applicants for specified expenses incurred as a result of the crime, which are not reimbursed by other sources. When expenses are submitted, staff will verify that the treatment or service was necessary as a result of the crime and that it is covered by the VOCP.

### **3. Medical Bill Review**

- A. VOCP policies establish maximum rates and service limitations for all compensation benefits. Medical, hospital, dental and other bills are reviewed by VOCP's contracted bill review company, and reduced to established medical fee schedules, primarily Nevada workers compensation fee schedule. Other discounts may be applied, and usual and customary rates for specific treatments may be used.
- B. When adequate funding is available, bills are paid according to these fee schedule recommendations. When funding is less than the total of bills approved each fiscal quarter then the bills are paid at a reduced percentage of fee schedule amount, based on available funding.

### **4. Applicant or Provider Not Authorized to Obligate VOCP**

- A. An applicant is never authorized to obtain medical or other services or products, including prescription drugs, with the expectation that such services will be paid for by the VOCP, without express, written authorization by the compensation officer.
- B. A medical or other provider or vendor is never authorized to provide a service or product to an applicant with the expectation that such services or product will be paid for by the VOCP, without express, written authorization by the compensation officer.

### **5. Pre-Approval Required to Assure Payment**

- A. Written pre-approval is required before any medical treatment or other service, will be assured approval and payment by the VOCP.
- B. Pre-approval for payment of any claim is valid for sixty days (60) from the date authorized, unless a different time is stated in the authorization. If a medical or other service is pre-approved, the compensation officer will document their authorization in the claim file.
- C. Failure of the applicant or the medical provider to obtain pre-approval from the compensation officer may result in the denial of payment of the claim, if funds are not available under the claim, or if claim funds have been pre-authorized or committed to other purposes.
- D. Requests for pre-approval of treatment must identify by CPT or ADA codes the specific treatment that is planned. Pre-approval will not be given for undefined treatment. The VOCP will not pre-approve Physical Therapy, Chiropractic or Counseling providers for a specific



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number of visits. Available benefits are limited by amount, so pre-approval by number of visits cannot be accommodated.

- E. Claims for services provided to the victim prior to application approval, such as hospital emergency room bills, are paid at the end of each fiscal year quarter, and may be discounted below fee schedule as otherwise provided in these policies. Any medical or other provider, or any other person who accepts payment from VOCP, even significantly discounted or reduced payments, accepts the reduced rate as “payment in full” for the treatment or services provided to the victim as provided by NRS 217.245. The medical or other service provider or any other person cannot collect unpaid balances from the victim or the VOCP.

#### **6. Reimbursement to Applicants Limited to Fee Schedule**

- A. Applicants may be reimbursed up to the fee schedule amount, or the amount determined by the VOCP to be “usual and customary, for any crime related medical or other bill approved for reimbursement by the VOCP.
- B. Approved applicants should not pay medical bills themselves in expectation of full reimbursement; since the VOCP may reimburse the applicant up to the fee schedule rate only. The fee schedule rate is usually significantly less than the billed amount paid by the applicant.

#### **7. Pre-existing Conditions are not payable by the VOCP**

- A. Requests for the payment of treatment for needs that existed prior to the crime will be denied by the compensation officer, and will not be accepted as a part of the victim’s claim. For example, requests for the VOCP to pay for prescriptions that the applicant had been receiving prior to the crime will be denied.

#### **8. Second Opinions and Independent Medical Exams**

- A. The VOCP retains the right to require an applicant to obtain a second opinion or IME from a medical provider chosen by the VOCP, before agreeing to pay any medical claim or medically prescribed treatment, prescriptions, medical device or other costs, or further medical benefits.
- B. If the applicant fails to cooperate with a request for a second opinion, the claim may be closed, and further benefits denied.
- C. All expenses associated with a VOCP required second opinion or IME will be paid from the victim’s claim as a medical expense.

**9. Co-Pays and Deductibles**

- A. In cases where the victim is covered by insurance, and is liable for co-pays or deductibles, the compensation officer will determine whether the treatment was a direct result of the crime and authorize payments for co-pays or deductibles up to the maximum allowed pursuant to the applicable fee schedule rate or these policies.
- B. If the co-payment or balance due on any bill exceeds \$1,000, VOCP's contractor will review the original bill to VOCP bill review standards. If the amount already paid by the insurer is more than the VOCP would have paid, the Compensation Officer will pay 10% of the co-payment or balance due to satisfy the debt. If the amount paid by the insurer is less than the VOCP would have paid, the Compensation Officer will pay the co-payment or balance due in full, or will pay the amount the VOCP would have paid less any payment made by the insurer, whichever is less.

**Section Eleven. Available Benefits**

**1. Medical and Dental Care**

- A. The VOCP can assist the victim pay medical and dental expenses that have been incurred as a direct result of the crime up to a maximum of \$35,000, upon receipt of an itemized statement from the provider for all medical or dental expenses incurred, including the business address, telephone number and federal taxpayer identification number.
- B. The VOCP will only pay for medical treatment or other goods or services that are related to, and necessitated by the crime for which the application was approved. If the applicant is receiving treatment for a preexisting injury or condition at the time of the crime, and the injury or condition is aggravated by the crime, the VOCP will pay only the portion of the treatment related to the aggravation. For instance if the treatment is 50% crime related and 50% necessitated by the preexisting condition, the VOCP will pay 50% of the cost of continued treatment.
- C. Except in cases of emergency or medical necessity, once an application has been approved by the VOCP, pre-approval may be required before any surgical treatment or other medical or dental care will be approved for payment by the VOCP. If approved, the compensation officer must document their authorization in the claim file. Failure of the applicant or the medical provider to obtain pre-approval from the compensation officer may result in the denial of payment of the claim.
- D. Dental implants will only be approved if deemed medically necessary. Cosmetic dental treatments, such as veneers, orthodontic treatment and teeth whitening, will not be covered.
- E. Only Dental treatment initiated within 6 months of the date of crime will be considered. Dental treatment that occurs more than 1 year after the crime will not be covered.

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- F. Cosmetic medical treatments, such as breast implants and rhinoplasty, will only be approved if deemed medically necessary.
- G. The compensation officer may approve payment for Sexual Assault exams in rural counties where funding for such testing is unavailable.

**2. Chiropractic Treatment and Physical Therapy**

- A. Any chiropractic medical intervention, including physical therapy, prescribed on a claim is limited to a maximum of \$5,000. The VOCP will consider the payment of these bills upon receipt of an itemized statement from the provider for all chiropractic treatment and/or physical therapy provided, including the business address, telephone number and federal taxpayer identification number of the provider.

**3. Ambulance or Medical Transport**

- A. Ambulance services will be paid at 75% of the billed amount, upon receipt of an itemized statement from the provider, including the business address, telephone number and federal taxpayer identification number.

**4. Surgical Implants**

- A. Surgical implants will be paid on a cost basis only, upon receipt of an itemized statement and invoice, including the business address, telephone number and federal taxpayer identification number.

**5. Prescription Medication Benefits**

- A. The VOCP may reimburse applicant for prescription medications prescribed for up to 6 months after the crime. The VOCP may reimburse up to a maximum of \$6,000 for prescription medication during this time. The applicant may be required to provide medical documentation that the prescription medication is crime related and medically necessary.
- B. These limits may be extended if the victim undergoes VOCP approved surgery or other major medical procedures, necessitated by complications from previous medical care, or medical care follow up, such as removal of bullets or reparative cosmetic or dental surgery. Requests for extensions may only be approved by the VOCP coordinator upon application of the compensation officer supported by medical documentation.
- C. The VOCP may pay for medically recommended HIV preventive prescription treatments or HPV Vaccinations in sexual assault claims, subject to benefit limits.
- D. The VOCP will not pay for medical marijuana.

**6. Counseling and Mental Health Services**

A. Mental Health counseling benefits are available for all approved claims involving physical, emotional and presumed injuries. The VOCP may pay up to \$5,000 for mental health counseling where required as a direct result of the crime, upon receipt of an itemized statement from the provider, including the business address, telephone number and federal taxpayer identification number.

B. Hourly fees for professional counseling and drug or alcohol treatment or therapy services will be based on the following schedule. Other disciplines not listed will be paid at the rates closest to their level of credentials listed here:

1) Psychiatrist (MD)	\$125.00
2) Psychologist (PHD)	\$100.00
3) Licensed Marriage/Family Therapist (LM/FT)	\$ 90.00
4) Licensed Clinical Social Worker (LCSW),	\$ 90.00
5) Licensed Group Therapy	\$ 50.00
6) Certified Intern	\$ 50.00

C. An applicant requesting mental health counseling may be required to establish, through appropriate documentation, the need for medical or psychological treatment pursuant to the provisions of NRS 217.050, before payments are approved.

D. The medical or counseling provider may be required to provide treatment plans and progress reports as may be necessary to verify the need for mental health counseling, treatment or therapy, and that such treatment is related to the crime.

**7. Work Interruption Claims**

A. A compensation officer may recommend, to the VOCP coordinator, the approval of lost wage or income reimbursement claims for temporary, crime disabilities or work interruptions lasting up to ten (10) working days, or up to \$700. This discretionary work interruption payment may be approved by the compensation officer, regardless of the type of crime or type or nature of injury.

B. The compensation officer may require verification by the applicant and/or the employer that the applicant was absent from work as a consequence of the crime.

C. The discretionary authority provided by this section may be exercised in the compensation officer's sole discretion and only after approval by the VOCP coordinator. Any decision concerning the exercise of this authority is not appealable and a hearings or appeals officer may not order the use of such authority.

**8. Lost Wage Reimbursement Claims**

- A. Lost wage reimbursement claims may be approved for crime related physical disabilities lasting more than ten (10) work days if the following conditions are met:
  - 1) The applicant provides a disability statement from their treating physician, on a form provided by the VOCP, verifying that the applicant was injured in the crime for which the application was filed, and the applicants disability was caused or worsened by the crime related injuries, and;
  - 2) The disability statement specifies the nature and length of the physical disability, and;
  - 3) The victim did not work during the disability period, and
  - 4) The victim was employed at the time of the crime and the wages paid have been verified with the employer; or
  - 5) The victim was self-employed. In such cases the VOCP shall require copies of the prior two years tax returns as evidence of the validity of the victim's earnings.
  - 6) Verification that the employer provided no continuing wage benefits as part of its policies or practices.
- B. Loss of earnings may be paid at up to 100% of the victim's take home pay, up to a maximum of \$350 per week, not to exceed 52 weeks, or up to a maximum of \$18,200.
- C. Lost wages will only be paid to the victim or the surviving dependents of a deceased victim. Family members, relatives or dependents are not entitled to lost wage reimbursement benefits of a living victim who may be entitled to lost wages.
- D. Lost wage claims may not be paid where applicant is entitled to workers compensation or other disability payments, whether or not the applicant has applied for, or is receiving such benefits.
- E. Lost wage benefits may be used to supplement disability payments, where such disability payments are less than 100% of the applicant's take home pay. For instance if applicant's take home pay is \$400 per week, and he is entitled to disability payments of \$300 per week, then the VOCP may pay up to \$100 per week.
- F. A self-employed applicant must submit the following documentation:
  - 1) Copies of tax returns for the two years preceding the crime injuries.
  - 2) Copies of business licenses, permits, or other documentation of self-employed status and income.
- G. Lost wage or income benefits are intended to assist applicants with living expenses during a period of disability, not as a replacement for all lost wages or lost income.
- H. Retroactive lost wage reimbursement will not be made for more than 12 weeks of documented back pay. For example if an applicant applies for VOCP assistance 6 months after the crime, and is still disabled at the time of filing the application, they would be eligible for 12 weeks of back pay, plus current lost earnings from the date of the application,

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for up to 40 additional weeks. If the applicant is no longer disabled when they apply to the VOCP, they would be eligible for up to 12 weeks back wages only.

- I. All wage or lost income claims must be supported by a minimum of two forms of documentation evidencing the lost income. Claims for wages earned “under the table” i.e.: without documentation as required by these policies, will not be accepted.
- J. Evidence of loss of income may include:
  - 1) Copies of wage check stubs for periods immediately preceding the date of the crime
  - 2) Copies of federal income tax returns filed by the victim or applicant for the tax year immediately preceding the date of the crime or during the year of the crime
  - 3) A Statement of Wages or Income as used to file with federal or taxing authorities such as a W-2 IRS form actually filed with the taxing authorities
  - 4) A statement signed by the employer on a form approved by the VOCP, attesting to the payment of wages or income to the victim. The statement must include the name, telephone number and address of the employer or person who paid or would have paid the wages or income, and must be subject to verification by the VOCP. Unverified statements may be rejected and claims supported by them denied.
- K. A statement of disability must be signed by the treating physician or by a physician who has examined the victim, and include information concerning the diagnosis, the extent and expected duration of disability, and certification that the disability resulted directly from the crime.
- L. Post Traumatic Stress Disorder is not a covered disability for lost wage reimbursement claims.

## **9. Survivor Benefits**

- A. Loss of income or support payments may be paid to qualified dependents of a deceased victim, who was employed at the time of the crime.
- B. Approved support will only be paid directly to a dependent of the victim as described in NRS 217.040. This section states:

*“Dependent” means the relatives of a deceased or injured victim who were wholly or partially dependent upon his income at the time of his death or injury.*

- C. Evidence of loss of income may include:
  - 1) Copies of wage check stubs of the victim for periods immediately preceding the date of the crime
  - 2) Copies of federal income tax returns filed by the victim or applicant for the tax year immediately preceding the date of the crime or during the year of the crime. IRS transcripts may be required.

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- 3) A Statement of Wages or Income of the victim as used to file with federal or taxing authorities such as a W-2 IRS form actually filed with the taxing authorities
  - 4) A statement signed by the employer of the victim attesting to the payment of wages or income to the victim, which includes the name, telephone number and address of the employer, or person who paid or would have paid the wages or income, and must be subject to verification by the VOCP.
  - 5) Unverified statements may be rejected and claims supported by them denied.
- D. Loss of support may be paid at up to 100% of the victim's take home pay, up to a maximum of \$350 per week, not to exceed 52 weeks, or up to a maximum of \$18,200. Payment of this benefit will be divided on a pro rata basis in cases where multiple dependents submit valid claims.
- E. Retroactive loss of earnings or support payments will not be paid for more than 12 weeks from the date of application or up to \$4,200.

#### **10. Funeral and Burial Expenses**

- A. The VOCP may reimburse any individual who pays funeral and burial expenses for a deceased victim of crime. This benefit is not restricted to family members, but can be paid to any individual who has paid funeral and burial expenses for a qualified victim. The VOCP may reimburse up to \$5,000 for a deceased victim's funeral and burial expenses.
- B. Funeral Expenses Not Covered include:
- 1) Costs of banquets or wake
  - 2) Food or beverages
  - 3) Floral Arrangements
  - 4) A pre-purchased funeral or grave
  - 5) Finance or interest charges
  - 6) Merchandise, with the exception of a casket or urn

#### **11. Relocation Expenses**

- A. The VOCP can assist with relocation expenses in cases involving domestic violence where the victim will be in immediate danger of physical injury if the victim is unable to relocate to a safe environment, away from the perpetrator. The relocation must be directly related to the crime, and required to avoid additional victimization by the perpetrator of the crime for which the application was approved. The relocation must be in close proximity to the crime and may not be used later than six months after the crime. The VOCP coordinator may approve benefits beyond the six month timeline in cases where the perpetrator is being released from jail, or for other good cause.
- B. The VOCP coordinator may approve relocation benefits under other circumstances for good cause. The discretionary authority provided by this section may be exercised in the compensation officer's sole discretion and only after approval by the VOCP coordinator.



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Any decision concerning the exercise of this authority is not appealable and a hearings or appeals officer may not order the use of such authority.

- C. In order to qualify for relocation expenses, the compensation officer may require verification from Law enforcement that the relocation is necessary for the victim's personal safety.
- D. The applicant may be required to provide the VOCP with a signed rental agreement (if requesting rent or a security deposit) from an apartment or homeowner. The VOCP will not reimburse rental expense paid to friends, family members or paid to sublease space in an apartment or home leased by a third party.
- E. The total amount for all relocation expenses cannot exceed \$2,500 per claim and may include:
  - 1) Rent, including security deposit and first and last month's rent
  - 2) Rental Trucks
  - 3) Temporary lodging expenses of no more than \$500
  - 4) Other necessary expenses (airline, train, bus fares, credit check, etc.)

#### **12. Crime Scene Clean Up**

- A. The Applicant, in a case involving a homicide, may request payment or reimbursement for professional crime scene clean-up for up to \$5,000. Receipts, estimates or other documentation satisfactory to the compensation officer must support any request.

#### **13. Home Security**

- A. A victim may be eligible to receive reimbursement of up to \$1,500 for repairing or improving residential security. If the victim is deceased, a person who resided with the victim at the time of the crime may also be eligible. Some expenses that may be covered are:
  - 1) Damaged alarms, keypads, cameras or motion detectors
  - 2) Damaged locks, doors or windows
  - 3) Repairing or replacing window bars or security doors
  - 4) Replacing or increasing number of locks
  - 5) Self-defense courses
- B. The VOCP will not pay for:
  - 1) Weapons (guns, mace, etc.) or
  - 2) Guard dogs.

#### **14. Child Care**

- A. Childcare expenses incurred by a victim or secondary victim as a direct result of a qualified crime may be approved. The total benefit available for all affected children, per crime, may not exceed \$2,500.

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- B. The following conditions will be considered before reimbursement of childcare expenses:
  - 1) The injured or deceased victim was a primary caregiver for the victim's dependent children.
  - 2) The benefit may only be paid for victims who suffer physical injury or death as a result of the crime.
- C. The childcare expenses must be consistent with the usual and customary rates charge by the childcare provider for other children in the provider's care or other providers in the area.

### **15. Mileage/Travel Reimbursement**

- A. Mileage reimbursement will not be paid by the VOCP. Applicants who are required to travel for medical treatment or counseling may submit their travel related receipts, such as gas receipts, commercial transportation receipts, hotel receipts and meal receipts for consideration of reimbursement.
- B. Meals will only be reimbursed in cases where overnight travel is medically required. Reimbursement for receipted meal expense will be limited to a maximum per diem of \$50.
- C. Travel expense is classified as a compensation officer discretionary payment, and is subject to the policies and limitations of that benefit classification.

### **16. COBRA Payments**

- A. The VOCP may, at its sole discretion, choose to reimburse a victim for payments made to extend medical insurance under a COBRA plan. Payment of this expense will be considered when the reduction in current medical expense provided by the insurance is greater than the cost to the program of the COBRA coverage.

### **17. Compensation Officer Discretionary Authority**

- A. A compensation officer may recommend, to the VOCP coordinator, the approval of any crime related expense that is not specified in these policies, or the extension of a specified benefit. For instance a compensation officer may use up to \$500 to provide additional crime scene clean-up reimbursement, or additional mental health counseling, than the amount otherwise specified by these policies. Or the compensation officer may approve the repair or replacement of necessary items destroyed in the crime such as smashed windshields or slashed tires on an automobile used for transportation to work, or clothing seized as evidence.
- B. The discretionary authority provided by this section may be exercised in the compensation officer's sole discretion and only after approved by the VOCP coordinator. Any decision concerning the exercise of this authority is not appealable and a hearing or appeals officer may not order the use of such authority.

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- C. The VOCP coordinator may approve such requests where the request is supported by documentation satisfactory to the VOCP coordinator. Approval of discretionary requests must be documented in the claims file.
- D. With the approval of the VOCP coordinator, a compensation officer may approve reimbursement for up to \$1,000 for a Sexual Assault exam in rural counties where funding for such testing is unavailable.
- E. With the approval of the VOCP coordinator, a compensation officer may approve payment of towing and impound fees for up to \$2,500 incurred by a victim or dependent as a direct result of a qualified crime.
- F. With the approval of the VOCP coordinator, a compensation officer may approve payment of homecare assistance for up to \$1,000.
- G. Home accessibility renovations such as ramps, door widening, and auto renovations for handicap access may be considered by the VOCP coordinator on catastrophic claims.

## **Section Twelve. Claim Acceptance, Denial and Closure, and Reconsideration**

### **1. General**

- A. NRS 217.110 requires the compensation officer to approve or deny claims within 60 days of application. The compensation officer must consider and apply the provisions of NRS 217 and the policies set forth herein when considering applicants eligibility for VOCP benefits. This section provides:

*“Review of application; appeal of denial by compensation officer; investigation of claim; availability and confidentiality of reports concerning crime committed by minor; decisions.*

*1. Upon receipt of an application for compensation, the compensation officer shall review the application to determine whether the applicant qualifies for compensation. The compensation officer shall deny the claim within 5 days after receipt of the application if the applicant’s ineligibility is apparent from the facts stated in the application. ...*

*2. If the compensation officer does not deny the application pursuant to subsection 1, ... he shall conduct an investigation and, except as otherwise provided in subsection 4, render a decision within 60 days after his receipt of the application or order. If in conducting his investigation the compensation officer believes that:*

- (a) Reports on the previous medical history of the victim;*
- (b) An examination of the victim and a report of that examination;*
- (c) A report on the cause of death of the victim by an impartial medical expert; or*
- (d) Investigative or police reports,*

*would aid him in making his decision, the compensation officer may order the reports.*

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3. *Upon the request of a compensation officer pursuant to subsection 2 for investigative or police reports which concern a minor who committed a crime against the victim, a juvenile court or a law enforcement agency shall provide the compensation officer with a copy of the requested investigative or police reports. Any reports obtained by a compensation officer pursuant to this subsection are confidential and must not be disclosed except upon the lawful order of a court of competent jurisdiction.*

4. *When additional reports are requested pursuant to subsection 2, the compensation officer shall render a decision in the case, including an order directing the payment of compensation, if compensation is due, within 15 days after receipt of the reports."*

### **2. Claim Acceptance**

- A. When a claim is accepted the compensation officer will approve the payment of eligible benefits promptly upon receipt of documentation necessary to establish the following:
  - 1) The expense is related to injuries to victim during the crime for which the application is approved.
  - 2) The expense is for an approved benefit.
  - 3) The expense is for a service actually provided.
- B. A claim which has been accepted, may be denied and/ or closed where the compensation officer determines any of the following:
  - 1) The application was approved in error
  - 2) The application was approved based on false or fraudulent information
  - 3) The applicant fails or refuses to cooperate with the VOCP.
- C. Acceptance of an application should not be construed as a finding of wrong doing by any party. Acceptance of an application or approval of any benefit provided by the VOCP is simply a determination by the VOCP that the applicant has met the criteria for approval.

### **3. Claim Denial**

- A. NRS 217.110 provides: *The compensation officer shall deny the claim within 5 days after receipt of the application if the applicant's ineligibility is apparent from the facts stated in the application.*
- B. Applications that do not meet the criteria set forth in NRS 217 and these policies may be denied at any time, even if previously accepted, whether benefits were paid or not.
- C. Applicants who would otherwise qualify under NRS 217 and these policies, but who have no financial need because the applicant's injuries are covered by workers compensation, health or disability insurance, or other benefit or assistance programs, or who otherwise have no financial need for the assistance offered by the VOCP, may be denied.

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- D. When a claim is denied the compensation officer will notify the applicant of the denial citing the statute or Board of Examiners Policy reason for the denial. The notice of denial will advise the applicant of appeal rights and the procedure for filing an appeal.
- E. Denial of an application should not be construed as a finding of wrong doing by the applicant. Denial of an application or any benefit provided by the VOCP is simply a determination by the VOCP that the applicant has not met the criteria for approval. Denial for “contributory conduct”, “failure to cooperate”, or for other reasons is not intended to imply guilt or liability on any applicant denied VOCP benefits.
- F. If an applicant disagrees with a denial, and believes the compensation officer made a mistake in closing a claim or denying the application or a particular benefit, or has additional information, they may request reconsideration, or appeal the denial, by following the instructions on the notice of denial.

#### **4. Reasons for Denial**

- A. The compensation officer may deny an application when it does not comply with NRS 217 or Board of Examiners Policies. Common reasons for Application Denial include:
  - 1) Accident – Not Covered by NRS 217
  - 2) Application Filed Late/Not Excused
  - 3) Application Previously Denied or Consolidated
  - 4) Crime not Committed in Nevada
  - 5) Crime Not Covered by NRS 217
  - 6) Crime Reported After 5 Days
  - 7) Failure to Cooperate with Police
  - 8) Failure to Cooperate with VOCP
  - 9) Incomplete Application
  - 10) No Crime Described in Police Report
  - 11) No Physical Injury or Threat of Injury
  - 12) No Police Report Filed
  - 13) No Police Report Found by Police Department
  - 14) No Response from Applicant
  - 15) Police Department Denys Request for Police Report
  - 16) Police Report Indicates No Crime Occurred
  - 17) Police Report Indicates Victim Perpetrator/Aggressor
  - 18) Police Report Unreadable from Redactions
  - 19) Prison/Jail Applicant
  - 20) Vacated or Withdrawn
  - 21) Victim Adult Passenger of DUI
  - 22) Victim Contributed to their Injuries
  - 23) Victim Ineligible to File
  - 24) Victim Injured while Committing Crime
  - 25) Victim Not Listed in Police Report
  - 26) Victim Not Pedestrian – Hit & Run
  - 27) Victim Not US Resident

**28) Workers Compensation Claim**

- B. Applications for multiple incidents involving the same perpetrator will be consolidated with any prior, open applications filed by the applicant.

**5. Consolidated Applications**

- A. Duplicate, Multiple, or Succeeding Applications will be denied or consolidated with any open prior application filed by an applicant.
- B. Applications for multiple incidents involving the same perpetrator will be consolidated with any open prior application filed by the applicant.

**6. Vacated Applications**

- A. Applications withdrawn by the applicant will be considered vacated and will have no impact on the applicants' ability to reapply.
- B. Applications that are incomplete, inadequate or otherwise not completed by the applicant may be vacated or denied by the compensation officer.

**7. Inactive Claims and Claim Closure**

- A. Claims may be considered "inactive" where no documented claim billing activity, including, but not limited to further medical treatment or counseling activity occurs for a period of 180 days or more from the last billing or claim activity.
- B. An inactive claim may be reopened to active status *at any time* upon the request of the applicant, for any of the following reasons:
  - 1) The applicant has additional crime related expenses
  - 2) The applicant wishes to resume mental health counseling and has benefit funds available
  - 3) The applicant needs additional crime related medical treatment or care
  - 4) Other reasons as approved by the compensation officer
- C. Claims may be closed for payment of further benefits when any of the following has occurred:
  - 1) All known, crime related expenses, as approved by the compensation officer have been paid.
  - 2) Newly discovered information indicates the claim was accepted in error or in violation of these policies.
  - 3) Suspected fraud, dishonesty or deceit.
  - 4) Harassment of VOCP staff or VOCP contractors.
  - 5) Failure to cooperate with VOCP staff or its contractors, or
  - 6) The applicant has violated any of the provisions of NRS 217 or the policies adopted herein.

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- D. Claims may be closed for the payment of further benefits when the compensation officer provides applicant with written notice that:
  - 1) the claim is being closed, and
  - 2) the applicant can request reconsideration, and
  - 3) The applicant has the right to appeal the claim closure.
- E. Notice of appeal rights will be provided with every notice of claim closure.
- F. In cases where maximum benefits have been paid, closure notice and appeal rights are not required.
- G. If an applicant appeals claim closure they must establish the following:
  - 1) the VOCP failed to pay an approved or approvable crime related expense; or,
  - 2) the VOCP failed to pay an approved or approvable crime related benefit; and
  - 3) there were claim funds available for their payment, or
  - 4) the compensation officer abused their discretion in applying these policies or the provisions of NRS 217 when closing the claim for further benefits.

**8. Reconsideration**

- A. An applicant may request compensation officer reconsideration of closures or denials before or after filing an appeal.
- B. When requesting reconsideration the applicant should provide the information that cures the deficiency that led to the compensation officer's decision to close or deny the claim.
- C. The request for reconsideration may be made instead of an appeal. If a written request for reconsideration is made, it will extend the time to appeal the compensation officer determination until the request for reconsideration is approved or denied.
- D. If the reconsideration is denied, the decision closing or denying the claim can then be appealed.

**9. Reopening**

- A. An approved applicant, whose claim has been closed, may request reopening to request payment of documented crime related expenses, not paid at the time of claim closure, or to seek additional crime related medical care.
- B. Reopening will not be approved if the claim was closed for any of the following reasons:
  - 1) Fraud, deceit or dishonesty,
  - 2) Harassment of VOCP staff or VOCP contractors,
  - 3) Failure to cooperate with VOCP staff or its contractors, or



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- 4) The applicant has violated any of the provisions of NRS 217 or the policies adopted herein.
- C. Claims reopened for payment of additional crime related expenses may be re-closed without further notice or appeal rights. Such closure does not affect an applicant's ability to request reopening again.

### **10. Protection from Collection Agencies**

- A. It is illegal under Nevada law for a vendor or provider to bill or hold the applicant responsible for the difference between the billed amount and the amount paid by VOCP and accepted by the provider. NRS 217.245 provides that when a provider or vendor accepts payment from the VOCP the payment is considered payment in full. This section states:

*"Acceptance of payment from Board for certain services provided to victim constitutes payment in full. Notwithstanding another provision of law, if a person who provides a service to a victim for which compensation is ordered pursuant to paragraph (a) of subsection 1 of NRS 217.200 accepts payment from the Board for such a service, the person shall be deemed to have agreed to the condition that:*

- 1. Such payment by the Board constitutes payment in full for the service provided; and*
- 2. The person may not collect or attempt to collect further payment from the victim or person on whose behalf the payment is made by the Board."*

- B. If a bill collector, or anyone else, attempts to collect from the applicant after the bill has been paid by the VOCP, they should be told to cease all collection activities or risk criminal charges under NRS 217.245. VOCP staff will assist the victim in stopping collection activity after approved claims have been paid.

## **Section Thirteen. VOCP Subrogation Rights**

### **1. Subrogation Lien**

- A. The VOCP is entitled to be reimbursed any funds expended on any claim in the event the applicant obtains any recovery, either by civil lawsuit, restitution, or any other crime related payment, settlement, or reimbursement. NRS 217.240 provides:

*"Recovery by applicant: Subrogation; duty of notice and payment. An applicant who accepts an award does so under the following conditions:*

- 1. The State of Nevada is immediately subrogated in the amount of the award to any right of action or recovery the applicant may have against any party, and that right of subrogation may be diminished for attorney's fees and other costs of litigation in obtaining a recovery from another source; and*
- 2. If recovery from any source is obtained for damages caused by the crime, the applicant shall promptly notify the Department of Administration and the Board of the*

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*source and amount of that recovery, and shall promptly pay to the Board the lesser of the amount of the award made pursuant to this chapter or the amount recovered less attorney's fees and costs. The duty of notice and payment pursuant to this subsection continues until the amount of the award has been repaid to the State of Nevada."*

- B. If the applicant received money from another person or entity, including any collateral source, for any expense paid by the VOCP, the VOCP has the right to recover this money.
- C. The VOCP has the authority to seek restitution from the offender for any money paid by the VOCP, and is subrogated to any collateral source that is available to the victim.
- D. If it is discovered that an applicant was not actually eligible to receive an award of any payments or other benefits the VOCP may recover the payments made.

### **2. Civil Suit by VOCP**

- A. The VOCP may pursue a legal action to receive reimbursement, repayment, or subrogation. The VOCP has a right of reimbursement, repayment and subrogation from:
  - 1) The offender who was convicted of an offense, which resulted in an award. Multiple offenders are jointly and severally liable.
  - 2) A third party who has an expressed or implied contractual or legal relationship, which obligates them to pay any expenses.
  - 3) Ineligible applicants or applicants who have been overpaid, or paid benefits they were not entitled to.
- B. Where the VOCP, commences an action against the person or persons responsible for the victim's injuries to recover monies compensated to a claimant, the claimant shall cooperate fully with the VOCP in pursuit of its action including, but not limited to, joining as a party to said action.

### **3. Civil Suit by Applicant**

- A. Applicants, who successfully pursue civil suits to recover damages, are entitled to a credit for their costs and attorney fees when determining the amount the applicant must pay to satisfy the VOCP subrogation lien.
- B. To receive credit for attorney fees and costs the applicant is required to provide the VOCP with information about the civil suit, including the amount recovered by judgment or settlement, and the amount of attorney fees and costs. The VOCP will not consider reducing its lien or sharing in the attorney fees and costs without this information. In such cases the applicant will be required to repay 100% of the VOCP lien without a credit for fees and costs.
- C. In calculating the value of attorney fees and costs the VOCP will apply the calculations set forth in the formula devised by the Nevada Supreme Court in Breen v. Caesar's Palace, 715

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P.2d 1080 (Nev. 1986). The formula used to determine the amount due the VOCP is calculated as follows:

The maximum percentage of the VOCP share of attorney fees is determined by dividing the VOCP Lien Amount by the Amount of Settlement, less the Amount of attorney's fees. Next multiply the percentage obtained by the attorney's fees. This amount is deducted from the VOCP Lien Amount. For example, if the settlement was for \$100,000, and the attorney's fees were \$33,333.33 and the VOCP lien was for \$35,000.00, the VOCP's share of the attorney's fees would be 52.5% [ $\$35,000/(\$100,000-\$33,333.33)$ ], or \$17,500.00 and the net due to the VOCP in subrogation would be \$17,500.00 [ $\$35,000$  Lien less \$17,500 in attorney's fees].

- D. VOCP liens may be waived entirely when the applicant demonstrates that the recovery is insufficient to adequately cover the damages suffered by the applicant due to the crime, and the VOCP determines the recovery by the victim outweighs the VOCP interest in its subrogation recovery.
- E. The VOCP Coordinator is authorized to approve all compromises, settlements or waivers of subrogation liens. All subrogation lien compromises, settlements or waivers will be documented in the VOCP case file. The amount recovered from subrogation payments or other recoveries should be documented in the claim file..
- F. The VOCP coordinator should be notified that the claim status can be changed to Closed/Inactive when the compensation officer receives the subrogation settlement, and the victim should be notified that the claim has been closed. If the victim requires continued assistance from the Program, the Compensation Officer should document the reason for continued assistance in the claim notes, and request approval for continuance from the Program coordinator. If benefits will continue, the subrogation payment amount should be added to the approved claim limit.

## **Section Fourteen. Appeal Rights and Procedures**

### **1. Appeal Rights**

- A. When a claim or benefit is denied, and appeal rights are stated in the determination denying the claim or benefit, an applicant has sixty (60) days to appeal the denial by filing a request for hearing with the Hearings Division of the Department of Administration.
- B. NRS 217.110 (1) provides:

*"Upon receipt of an application for compensation, the compensation officer shall review the application to determine whether the applicant qualifies for compensation. The compensation officer shall deny the claim within 5 days after receipt of the application if the applicant's ineligibility is apparent from the facts stated in the application. The applicant may appeal the denial to a hearing officer within 60 days after the decision. If the hearing officer determines that the applicant may be entitled to compensation, the hearing officer shall order the compensation officer to complete an investigation and render a decision*

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*pursuant to subsection 2. If the hearing officer denies the appeal, the applicant may appeal to an appeals officer pursuant to NRS 217.117. “*

- C. Determinations that are appealable under these Policies or the provisions of NRS 217.112, will include appeal rights substantially similar to the following:

*APPEAL RIGHTS:*

*If you disagree with this decision, you have the right to appeal to the Hearing Officer. Appeals must be filed within sixty (60) days from the date of this letter by sending a copy of this letter with a written request for a hearing to:*

*Department of Administration Hearing Division,  
Address and Fax #*

The VOCP website has appeal forms in English and Spanish, and helpful information about your appeal rights, and the appeals process at: [www.voc.nv.gov](http://www.voc.nv.gov)

**2. Failure to Respond to Written Request**

- A. The compensation officer will respond to the written requests concerning benefit or claim issues within 30 days of the receipt of the written request.
- B. If the compensation officer does not respond to a written request of the applicant, concerning claim or benefit issues provided for in these policies, within 30 days of the compensation officers' receipt of the written request, the applicant may request a Hearing Officer review of the compensation officer's failure to respond to the written request.
- C. The Hearing Officer may consider the request if the matter is within the Hearing Officers jurisdiction, or may remand the matter for review by the compensation officer.

**3. Non-Appealable Matters**

- A. Applicants may only appeal written determinations of the compensation officer, or the failure to respond to a written request as provided for in these policies. Unless otherwise provided for in these policies, or by law, only written determinations by the compensation officer are subject to the jurisdiction of the Hearings Division under the provisions of NRS 217.112.

**4. Burden of Proof**

- A. To qualify for the benefits offered by the VOCP, the applicant must meet certain criteria, and the crime must be an eligible crime. The applicant has the burden of proof, by clear and convincing evidence to establish eligibility for acceptance and payment of any benefit offered by the VOCP.
- B. This level of proof places the burden of establishing eligibility on the applicant or victim by clear and convincing evidence as opposed to merely by a preponderance of the evidence. For

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instance claims for benefits such as lost wages or relocation payments must be supported by original, valid, business documents, such as receipts or tax returns. The applicant, to the reasonable satisfaction of the VOCP, must answer questions concerning the legitimacy of such documents.

- C. It is not the responsibility of the VOCP to prove the documents are not legitimate but rather the applicants' responsibility to prove they are. Doubt will be resolved in favor of the VOCP decision, unless overcome by evidence that is clear in its validity and convincing in its application to the matter under review.

### **5. Appeals Process**

- A. The compensation officer will promptly notify the applicant if their application is denied, and the reason for the denial. The notification will include the applicant's appeal rights as specified in NRS 217.112. An applicant may appeal any written determination where appeal rights are stated in the determination or as otherwise provided by law or these policies.
- B. To avoid disclosure of sensitive information, and possible embarrassment to the applicant, the reason stated for denial will refer to the general reasons for denial set forth in these policies and will not cite details of the crime.
- C. Hearings conducted in VOCP matters by hearings or appeals officers are not open to the public except with the consent of the applicant.
- D. Decisions of the hearings or appeals officers are confidential documents and not available to the public without the written consent of the applicant or as otherwise required by law or court order, or these policies.

### **6. Appeal to a Hearing Officer**

- A. If an applicant disagrees with a written determination of the compensation officer, which includes appeal rights as provided in these policies, the applicant may appeal the determination to a Hearing Officer as provided in NRS 217.112. This section requires the appeal to be filed within 60 days and states:

*"1. An applicant who is subject to the provisions of this chapter may request a hearing before a hearing officer on any matter within the hearing officer's authority. The compensation officer shall provide with his decision the necessary information for requesting such a hearing.*

*2. An applicant aggrieved by a compensation officer's decision may appeal the decision by filing a request for a hearing before a hearing officer. Such a request must be filed within 60 days after the Clerk or compensation officer mailed the decision.*

*3. Failure to file a request for a hearing within the period specified in subsection 2 may be excused if the applicant shows by a preponderance of the evidence that he did not receive the notice of the decision and the information necessary to request a hearing.*

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*4. The applicant shall notify the compensation officer and the hearing officer in writing of a change of address within a reasonable time after that change."*

- B. The time allowed to file an appeal includes an additional 3 days for mailing.
- C. The hearing officer will conduct an informal hearing, usually within 30 days of a request for hearing. The applicant may attend the hearing in person, by telephone, or may submit a written statement in lieu of appearing in person or by phone.
- D. The VOCP will, prior to the hearing, submit a written statement to the hearing officer and provide a copy of the statement to the applicant. The compensation officer may attend the hearing in person, by telephone, or may rely on the statement submitted to the hearing officer without appearing at the hearing.
- E. If the hearing officer does not resolve the matter, the applicant or the VOCP, may appeal the hearing officer decision to an appeals officer.

### **7. Appeal to Appeals Officer**

- A. If either the applicant or the VOCP appeals a decision of the hearing officer, the compensation officer will compile an evidentiary package for the appeals officer that will include, but not to be limited to, the following:
  - 1) A report or statement concerning the issue on appeal, and
  - 2) Documents in possession of the VOCP that were considered in the decision being appealed.
- B. Copies of this evidentiary package will be provided to the applicants address on file with the VOCP. Documents containing information considered confidential by law will be redacted.
- C. The compensation officer will be available to the appeals officer, either in person or by telephone or may submit the matter for decision based on the evidentiary package submitted to the appeals officer.

### **8. Appeals to the Board of Examiners**

- A. Appeals to the Board of Examiners are governed by NRS 217.117(3). This section allows the Board of Examiners to decide an appeal without a hearing, after reviewing the record, or if the Board of Examiners elects, it may schedule a hearing on the appeal.
- B. If either the applicant or the VOCP appeals a decision of the appeals officer to the Board of Examiners, the VOCP will notify the appeals officer, who will provide the Board of Examiners with a record of the appeals officer proceeding. The VOCP coordinator may also submit a written recommendation to the Board of Examiners.

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- C. The Board of Examiners will review the decision of the Appeals Officer and may affirm or reverse the Appeals Officer decision, or may remand the matter to the appeals officer or the VOCP for further consideration or proceedings.
- D. If the Board of Examiners wishes to hear testimony or further information from the appellant it may defer a decision until a hearing is held.
- E. The Board of Examiners may schedule a hearing and provide notice to the applicant prior to the scheduled hearing date.
- F. If the Board of Examiners elects to schedule a hearing it may affirm or reverse the Appeals Officer decision or may remand the matter to the appeals officer or the VOCP for further consideration or proceedings, after any such hearing or proceeding.

#### **9. Decisions of the Board of Examiners**

- A. The Board of Examiners may make a decision in an appeal with or without conducting a hearing or considering any further evidence or statements beyond the record submitted by the Appeals Officer.
- B. A decision of the Board of Examiners concerning a hearing it conducted may be made at the conclusion of the hearing, or at a subsequent meeting.
- C. The Board of Examiners may adopt the written recommendation of the VOCP coordinator, or render its own decision in the matter.
- D. The decision of the Board of Examiners is effective upon its vote, unless otherwise stated in its decision.
- E. The Clerk of the Board of Examiners may sign any order or decision necessary to effectuate the decision of the Board of Examiners.
- F. The Clerk of the Board of Examiners will notify the VOCP coordinator of its decision.

### **Section Fifteen. Victim Advocates and Attorneys**

#### **1. Advocate Assistance**

- A. Victim advocates provide a variety of services to victims of crime. An important priority among their duties is providing assistance completing applications for compensation from the Victims of Crime Program. If an agency or program receives federal funding for victim of crime assistance they are required by law to assist victims complete the VOCP application and to assist them obtain VOCP benefits.
- B. These policies will assist victim advocates understand VOCP rules and identify available benefits. They will assist advocates comply with federal law by providing guidance to those



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submitting VOCP applications and in helping victims obtain appropriate crime related benefits.

### **2. Federal Requirements**

- A. United States Code, Title 42, Chapter 112, § 10603, Crime Victim Assistance Section 10603 (b)(1)(E) requires recipients of federal VOCA funds to assist victims' complete VOCP applications. This federal law provides in part:

“(1) A victim assistance program is an eligible crime victim assistance program for the purposes of this section if such program ...

(E) Assists potential recipients in seeking crime victim compensation benefits”

### **3. The Advocate's Role in the Appeal Process**

- A. The VOCP encourages victim advocates to assist the applicant in the appeals process. If a claim is denied an advocate may be a significant help to the victim by assisting the victim with the appeal. The majority of claim denials are because the victim failed to provide necessary information to the VOCP and failed to respond to a request for additional information from the VOCP.
- B. The victim advocate can help the victim complete the application process and help the victim respond to VOCP requirements or communications. The advocate can help the victim obtain and present required information or documents, such as police or medical reports, to the hearing officer.
- C. If the advocate chooses to assist the victim, they will receive copies of all correspondence from the VOCP related to the claim upon request. If the advocate wishes to assist the applicant in the appeal process the applicant must sign the consent on the application.
- D. Advocates are not required to be licensed to practice law in order to assist an applicant with appeals of VOCP decisions.

### **4. Attorney Fees**

- A. Attorney fees may be allowed in payment to Nevada attorneys for legal services in assisting the victim apply and recover benefits available through the VOCP pursuant to NRS 217.140. This section states:

*“1. The hearing officer may, as part of any order entered pursuant to the provisions of NRS 217.010 to 217.270, inclusive, allow reasonable attorney's fees, but these fees may not exceed 10 percent of the award.*

*2. It is unlawful for any attorney to ask for, contract for or receive any larger sum than the amount so allowed.”*

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- B. The VOCP may pay attorney fees in an amount not to exceed 10% of the amount paid to the victim, or on the victims' behalf, upon submission of an itemized statement for legal services provided and approval by the hearing officer.
- C. Attorney fees may be paid only to the extent claim balance funds are available at the time such fees are requested, and must be approved by a hearing officer as provided in NRS 217.140. Attorney fees paid will be charged against the claim as a claim cost.

### **Section Sixteen. VOCP Claims Management System**

#### **1. Paperless Claims Management System**

- A. In conjunction with its contractor, the VOCP manages all VOCP claims via an Internet based, paperless, claims management system. This system provides for the imaging of all documents related to a claim, upon receipt. All file documents can be viewed while logged on to the system, and claims can be processed, approved and paid electronically.
- B. In order to promote this technology, and the efficiencies of the paperless management system, these policies establish the electronic images of the original documents will be deemed to be an original document, as defined in NRS 52.205 for all purposes, including satisfying any requirements for original documents or signatures by any police agency, medical provider, employer or other party identified by these policies or the authorizations approved herein.

#### **2. File Retention**

- A. After paper documents are imaged and uploaded to the claims management system, all documents will be destroyed by shredding, any time after 30 days of being scanned into the system. Electronic documents will be retained for a period of not less than 7 years after a claim closes, or in the case of a minor victim, 7 years after the victim reaches the age of 21.

#### **3. Systems Security and Backup**

- A. All data contained in the claims management system is solely the property of the State of Nevada VOCP. The VOCP contractor will provide a full backup of the data and documents to the VOCP coordinator in electronic form on a monthly basis. The backup information will be provided on compact disks in a sealed envelope, and will be delivered to the VOCP coordinator office by the 5th of each month. The VOCP coordinator will maintain the backup disk in a secure location.
- B. The VOCP contractor is responsible for ensuring that all data and documents contained in the VOCP operating system and a fully functional version of the operating system is backed up daily and maintained in a secure offsite location.

#### **4. System Functionality**

- A. To ensure compliance with VOCP Policies, the claims management system used by the program performs the following functions:
  - 1) Tracks all benefits paid on individual claims by benefit type
  - 2) Ensures benefits paid do not exceed benefit levels approved by the Board
  - 3) Allows program to reduce benefits paid on a percentage basis whenever necessary
  - 4) Allows benefit levels to be changed on individual claims with authorization of the coordinator or the Board
  - 5) Tracks and documents all critical changes to a claim
  - 6) Provides a multi-level approval process for all benefits paid
  - 7) Provides real-time reporting
  - 8) Allows remote access to system for authorized personnel for claims management and auditing purposes
  - 9) Provides vendor access to payment information and claim status verification
  - 10) Detects potential duplicate benefit payments

### **Section Seventeen. Operating Procedures**

#### **1. Application Processing**

- A. Applications received at the VOCP office are sent to the VOCP contractor for processing within 1 business day of receipt. The VOCP contractor enters completed applications into the claims management system, and provides notification to the compensation officer and Administrative Assistant assigned to the claim. The application is scanned and saved in electronic format to the new claim established in the claims management system.
- B. The VOCP contractor will attempt to contact applicant or their designated representative as provided to the VOCP in the application by telephone or email for required information if the application submitted is incomplete. If the VOCP contractor is unable to obtain all information required to process the application in the system, the application will be returned to the applicant or their designated representative with a letter documenting what information is needed. If no mailing address or contact information is provided, the application will be logged and shredded.

#### **2. Document Processing**

- A. All documents associated with a claim are forwarded, upon receipt, to the VOCP contractor for scanning. Each document is identified by document type and saved in an electronic format in the appropriate claim file. All documents are retained by the VOCP contractor for a minimum of 30 days, after which time they are destroyed by shredding.

#### **3. Medical Bill Processing**

- A. All medical bills, payment requests and receipts for payments are forwarded to the VOCP contractor upon receipt. Medical bills are subject to review, and are scanned into the system

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with an explanation of benefits form that shows the recommended payment amount based on medical fee schedules approved by the VOCP.

- B. Vendors must be set up in the claims management system before they are eligible to receive payments from the VOCP. All vendors must submit a completed W-9 form before they can be set up in the claims management system. The VOCP contractor is responsible for obtaining and maintaining all W-9's and for adding and maintaining the vendors in the claims management system.
- C. Payments can only be approved by the compensation officer assigned to the claim. The compensation officer will review the bill to determine whether the service is directly related to the crime before approving for payment. Payments that require the approval of the VOCP coordinator should not be processed by the compensation officer until the approval has been obtained and noted in the claim file. All payments are subject to review and approval by the VOCP coordinator, and are also subject to review and approval by designated Administrative Services personnel.

### **4. Direct Payment Processing**

- A. Payment requests and requests for reimbursement are sent to the VOCP contractor for scanning and are saved in electronic format in the appropriate claim file. Direct payments are payments made to an individual. Usually they are payments made to the applicant, but direct payments can also be made to reimburse individuals for payments made on behalf of the victim. Direct payments are not subject to withholding or reported as taxable benefits.

Only the compensation officer assigned to the claim can approve direct payments. The compensation officer will review the bill to determine whether the request for payment is directly related to the crime before approving for payment. Payments that require the approval of the VOCP coordinator should not be processed by the compensation officer until the approval has been obtained and noted in the claim file. All payments are reviewed and approved by the VOCP coordinator, or the coordinators designee, and are also subject to review and approval by designated Administrative Services personnel.

- A. The VOCP contractor will provide third party review services, checking all direct payments to confirm documented compliance with program policies before releasing the payments. Held payments will be flagged, and the reason for the hold will be documented in the system. After review the VOCP coordinator will release the held items with processing instructions to the VOCP contractor.

### **5. Check Production**

- A. Administrative Services personnel are responsible for creating the check run data files. Authorized employees will review the outstanding approved payments weekly. After insuring adequate funds are available to pay the outstanding checks the Authorized Employee will authorize checks to be produced. Check run data files can be created based on selected bill types, all bills pending, or can be restricted to non-vendor payments only. The

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claims management system shows the total number and amount of pending payments by category, allowing the Administrative Services Division to manage the funding process.

- 1 After the check run data file has been produced by Administrative Services, the VOCP contractor will print the checks and mail them directly to the payee indicated. Medical payments will be mailed with a copy of the explanation of benefits form.

### **6. Stop Payments**

- A. If a payment is not received and a stop payment needs to be made so that the check can be reissued, the compensation officer will contact the VOCP contractor to determine whether the original check has been paid. If the original has not been paid a notarized Affidavit must be completed by the payee, and forwarded to the VOCP contractor. Upon receipt of the Affidavit, the VOCP contractor will place a stop payment order on the check and void the payment in the claims management system. The compensation officer can then reissue the payment through the standard payment process.
- B. If a payment is made in error, upon instruction from the VOCP Coordinator the contractor will attempt to place a stop payment on the check.
- C. The VOCP understands and acknowledges that payment must be made if the check is presented for payment by a holder in due course.

### **7. Reconciliation of Bank Account**

- A. Statements on the VOCP bank account will be mailed directly to the VOCP contractor. The VOCP contractor is responsible for reconciling the account and reporting the results each month to Administrative Services. Reconciliation reports will include: checks paid in period, checks outstanding and checks voided in period.

### **8. Tax Reporting**

- A. Before January 31st of each year, the VOCP contractor will produce and mail 1099's to all vendors receiving payment from the Victims of Crime Program during the prior calendar year. The VOCP contractor is also responsible for obtaining and maintaining required W-9 forms, filing required tax reports with the IRS and responding to B-Notices.

## **9. Excluded Parties List**

- A. The VOCP contractor will ensure that all vendors added to the VOCP claim system are not on the Federal Excluded Parties List. The VOCP coordinator will be notified immediately if any vendor providing services is found on the Excluded Parties List. Existing vendors found on the list will be suspended, and no payments will be issued until they are removed from the list.

## **10. Deposits**

- A. All payments received for deposit will be stamped with the VOCP endorsement stamp upon receipt by an Administrative Assistant. Refunds and other payments associated with a claim will be entered into the claim management system, and copies of the documents sent to the VOCP contractor for scanning into the claim file.
- 7) After entering the information into the claims management system, the Administrative Assistant will send the payment to Administrative Services for processing. Payments will be sent to Administrative Services for depositing by Thursday of every week. Items over \$10,000 will be sent immediately.

## **Section Eighteen. Operational Goals and Standards**

### **1. General**

- A. To meet the mission of providing timely assistance to victims of crime, the program has adopted the following standards, with the goal of meeting or exceeding the stated standards at least 95% of the time. These standards are aspirational. Failure to meet any specified goal, in any case, will not be considered a violation of these policies:
  - 1) Documents and applications received at the VOCP offices are to be sent to the contractor for processing within 1 business day of receipt.
  - 2) Applications are to be entered into the system and a claim number assigned within 1 business day of receipt by the contractor.
  - 3) The contractor will make phone calls to applicants submitting incomplete applications within 1 business day of receipt of the application.
  - 4) The contractor will image documents into the system within 2 business days of receipt.
  - 5) The contractor will review medical bills containing required details within 2 business days of receipt.
  - 6) Compensation Officers will approve or deny completed applications within 1 business day of submission of a completed application as defined by these policies.
  - 7) Decision letters will be mailed within 2 business days from date of decision.
  - 8) For applications received without police reports, a written request for the police report will be initiated by the VOCP within 2 business days.
  - 9) Eligible benefit payments will be processed by the VOCP within 5 business days.
  - 10) Priority 1 and 2 payments will be paid weekly.

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- 11) The contractor will mail weekly benefits paid to victims the last working day of the week.
- 12) The contractor will mail weekly benefits paid to providers with appropriate documentation within 2 business days from the date of the check.
- 13) The contractor will mail quarterly payments with appropriate documentation within 10 business days from the date of the check.

### **Section Nineteen. Reports**

#### **1. Reports to the Legislature**

- A. NRS 217.250 requires the Board of Examiners to report certain information to the Nevada Legislature when it meets biannually. This section states:

*“The Board shall prepare and transmit biennially to the Legislature a report of its activities, including:*

- 1. The amount of compensation awarded;*
- 2. The number of applicants;*
- 3. The number of applicants who were denied compensation; and*
- 4. The average length of time taken to award compensation, from the date of receipt of the application to the date of the payment of compensation.”*

- 8) The VOCP will prepare a report to the Board of Examiners that includes the information required by NRS 217.250 and transmit the report to the Board of Examiners as it may require.

#### **2. Reports to the Board of Examiners**

- A. NRS 217.260 requires the Board of Examiners to estimate its revenue and anticipated expenses on a quarterly basis, and when anticipated expenses exceed anticipated revenue to pay claims at the same reduced rate as expenses exceed revenue.
- 9) The VOCP coordinator will provide the Board of Examiners with a report at the end of each fiscal year quarter, which will include the information required by NRS 217.260. This report will include analysis and recommendations for paying claims pursuant to the standards set forth in these policies.

### **Section Twenty. VOCP Funding**

#### **1. General**

- A. Funding for the VOCP comes from fines, penalties and costs imposed by Nevada’s courts as well as court ordered restitution, prisoner wage deductions, bail bond assessments and forfeitures. The VOCP also accepts federal grant funding from the United States, Department of Justice: Office of Victims of Crime. The VOCP also accepts private grants and donations.



## **2. State Funding Sources**

- A. The following revenue sources make up the state funding sources for the VOCP and are identified by the Budget Office Revenue Source Code and authorizing statutory reference:
- 1) 3739 Filing Fee: Fees collected by county justice of the peace per NRS 4.060.
  - 2) 3749 Court Assessment: Administrative assessments collected for misdemeanor offenses per NRS 176.059.
  - 3) 4151 Civil Penalties: Revenue received from the Department of Motor Vehicles per NRS 484.3791.
  - 4) 4152 Fines/Forfeitures/Penalties: Fees collected from persons charged with a gross misdemeanor or felony per NRS 178.518.
  - 5) 4201 Reimbursement: Forfeited property proceeds per NRS 179.118
  - 6) 4256 Restitution Collections: Undistributed court ordered restitution payments per NRS 176A.430.
  - 7) 4280 Wage Assessment: Inmate wage assessments per NRS 209.247.
- B. NRS 176.059 Administrative assessment for misdemeanor: Collection; distribution; limitations on use. ...
- 8. Of the total amount deposited in the State General Fund pursuant to paragraph (d) of subsection 5 and paragraph (d) of subsection 6, the State Controller shall distribute the money received to the following public agencies in the following manner:*
- (a) Not less than 51 percent to the Office of Court Administrator for allocation as follows:*
- (1) Thirty-six and one-half percent of the amount distributed to the Office of Court Administrator for:*
    - (I) The administration of the courts;*
    - (II) The development of a uniform system for judicial records; and*
    - (III) Continuing judicial education.*
  - (2) Forty-eight percent of the amount distributed to the Office of Court Administrator for Supreme Court.*
  - (3) Three and one-half percent of the amount distributed to the Office of Court Administrator for the payment for the services of retired justices, retired district judges of the Court of Appeals and retired district judges.*
  - (4) Twelve percent of the amount distributed to the Office of Court Administrator for the provision of specialty court programs.*
- (b) Not more than 49 percent must be used to the extent of legislative authorization for the support of:*
- (1) The Central Repository for Nevada Records of Criminal History;*
  - (2) The Peace Officers' Standards and Training Commission;*
  - (3) The operation by the Department of Public Safety of a computerized interoperative system for information related to law enforcement;*
  - (4) The Fund for the Compensation of Victims of Crime; and*
  - (5) The Advisory Council for Prosecuting Attorneys; and*
  - (6) Programs within the Office of the Attorney General related to victims of domestic violence.*

### **3. OVC VOCA Victim Compensation Grant**

- A. Federal grant funds are available to state compensation programs and are derived from criminal penalties assessed at the federal level. The federal grant currently provides a 60% match of all state funds paid on victim claims during the prior federal fiscal year.

- 10) Each year the VOCP submits an application to the United States, Department of Justice, Office of Victims of Crime, for funding made available to the states pursuant to United States Code, Title 42, Chapter 112, §10602.
- 11) Federal guidelines on the use of OVC VOCA Victim Compensation Grant funds are set forth in the OVC VOCA Victim Compensation Grant Program Guidelines (dated May 10, 2001) which provide:

*Section III.B: "Grant Period. Victim compensation grant funds are available for expenditure throughout the fiscal year (FY) of the award plus the next three fiscal years. The federal fiscal year (FFY) begins on October 1 and ends on September 30. State crime victim compensation programs may pay compensation claims retroactively to October 1, even though the VOCA grant may not be awarded until later in the fiscal year."*

*Section IV.B.4: Nonsupplantation. The state must certify that grants received under VOCA will not be used to supplant state funds otherwise available to provide crime victim compensation benefits or to administer the state crime victim compensation program. States may not decrease their financial commitment to crime victim compensation solely because they are receiving VOCA funds for the same purpose. Expenditure of VOCA funds received based on state certified payouts from previous years does not constitute supplantation."*

- 12) The OJP Financial Guide addresses the "Minimum Cash on Hand" Policy that all OJP grantees must adhere to:

*Part III, Chapter 1. Payments: Minimum Cash on Hand "Grant recipient organizations should request funds based upon immediate disbursement/reimbursement requirements. Funds will not be paid in a lump sum, but rather disbursed over time as project costs are incurred or anticipated (with the exception of block grant program such as Justice Assistance Grant (JAG), Juvenile Accountability Block Grants [JABG], and State Criminal Alien Assistance Program Grants [SCAAP] which are paid in a lump sum). Recipients should time their drawdown requests to ensure that Federal cash on hand is the minimum needed for disbursements/reimbursements to be made immediately or within 10 days."*

- 13) Federal guidelines permit State Programs to set aside 5% of the total federal grant funds for VOCP administrative expenses. By utilizing federal funds for administrative purposes, state funding is freed up for payment of victim expenses thereby increasing the

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federal match of state funding. In order to maximize the federal matching funds the VOCP elects to exercise this option each fiscal year. Federal policy statements provide:

*Administrative and Training Funds usage: State grantees choosing to use a portion of the award for administrative and training purposes must report the percentage/amount of the total grant that will be used for these purposes. The Department of Justice Reauthorization Act of 2005 (Pub. L. No. 109-162) amended the Victims of Crime Act by expanding the purposes of the 5 percent administrative set aside for State Victim Compensation and Victim Assistance programs. Under 42 U.S.C. 10602(a)(3) and 10603(b)(3) respectively, eligible State Victim Compensation and State Victim Assistance programs may set aside up to a total of 5 percent of the respective grant funds for administrative and training purposes.*

- 14) Federal funding may be carried forward for a maximum of four (4) years. The VOCP generally draws the full grant award each year; however the VOCP may carry forward funds where such action may be beneficial to the VOCP.

### **Section Twenty-One. Federal Policies Pursuant to: USC Title 42**

#### **1. General**

*TITLE 42, CHAPTER 112, § 1060: Crime victim compensation.*

*(a) Authority of Director; grants*

*(1) Except as provided in paragraph (2), the Director shall make an annual grant from the Fund to an eligible crime victim compensation program of 40 percent in fiscal year 2002 and of 60 percent in subsequent fiscal years of the amounts awarded during the preceding fiscal year, other than amounts awarded for property damage. Except as provided in paragraph (3), a grant under this section shall be used by such program only for awards of compensation.*

*(2) If the sums available in the Fund for grants under this section are insufficient to provide grants of 40 percent in fiscal year 2002 and of 60 percent in subsequent fiscal years as provided in paragraph (1), the Director shall make, from the sums available, a grant to each eligible crime victim compensation program so that all such programs receive the same percentage of the amounts awarded by such program during the preceding fiscal year, other than amounts awarded for property damage.*

*(3) Not more than 5 percent of a grant made under this section may be used for training purposes and the administration of the State crime victim compensation program receiving the grant.*

*(b) Eligible crime victim compensation programs*

*(1) A crime victim compensation program is an eligible crime victim compensation program for the purposes of this section if—*

*a) Such program is operated by a State and offers compensation to victims and survivors of victims of criminal violence, including drunk driving and domestic violence for—*

*(i) Medical expenses attributable to a physical injury resulting from compensable crime, including expenses for mental health counseling and care;*

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(ii) Loss of wages attributable to a physical injury resulting from a compensable crime; and

(iii) Funeral expenses attributable to a death resulting from a compensable crime;

b) Such program promotes victim cooperation with the reasonable requests of law enforcement authorities;

c) Such State certifies that grants received under this section will not be used to supplant State funds otherwise available to provide crime victim compensation;

d) Such program, as to compensable crimes occurring within the State, makes compensation awards to victims who are nonresidents of the State on the basis of the same criteria used to make awards to victims who are residents of such State;

e) Such program provides compensation to victims of Federal crimes occurring within the State on the same basis that such program provides compensation to victims of State crimes;

f) Such program provides compensation to residents of the State who are victims of crimes occurring outside the State if—

(i) The crimes would be compensable crimes had they occurred inside that State; and

(ii) The places the crimes occurred in are States not having eligible crime victim compensation programs;

g) Such program does not, except pursuant to rules issued by the program to prevent unjust enrichment of the offender, deny compensation to any victim because of that victim's familial relationship to the offender, or because of the sharing of a residence by the victim and the offender;

h) Such program does not provide compensation to any person who has been convicted of an offense under Federal law with respect to any time period during which the person is delinquent in paying a fine, other monetary penalty, or restitution imposed for the offense; and

i) Such program provides such other information and assurances related to the purposes of this section as the Director may reasonably require.

(c) Exclusion from income, resources, and assets for purposes of means tests. Notwithstanding any other law (other than title IV of Public Law 107–42), for the purpose of any maximum allowed income, resource, or asset eligibility requirement in any Federal, State, or local government program using Federal funds that provides medical or other assistance (or payment or reimbursement of the cost of such assistance), any amount of crime victim compensation that the applicant receives through a crime victim compensation program under this section shall not be included in the income, resources, or assets of the applicant, nor shall that amount reduce the amount of the assistance available to the applicant from Federal, State, or local government programs using Federal funds, unless the total amount of assistance that the applicant receives from all such programs is sufficient to fully compensate the applicant for losses suffered as a result of the crime.

### *(d) Definitions*

*As used in this section—*

(1) The term “property damage” does not include damage to prosthetic devices, eyeglasses or other corrective lenses, or dental devices;

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(2) The term “medical expenses” includes, to the extent provided under the eligible crime victim compensation program, expenses for eyeglasses or other corrective lenses, for dental services and devices and prosthetic devices, and for services rendered in accordance with a method of healing recognized by the law of the State;

(3) The term “compensable crime” means a crime the victims of which are eligible for compensation under the eligible crime victim compensation program, and includes crimes, whose victims suffer death or personal injury, that are described in section 247 of Title 18, driving while intoxicated, and domestic violence; and

(4) The term “State” includes the District of Columbia, the Commonwealth of Puerto Rico, the United States Virgin Islands, and any other possession or territory of the United States.

### *(e) Relationship to certain Federal programs*

Notwithstanding any other law, if the compensation paid by an eligible crime victim compensation program would cover costs that a Federal program, including the program established under title IV of Public Law 107–42, or a federally financed State or local program, would otherwise pay,

(1) Such crime victim compensation program shall not pay that compensation; and

(2) The other program shall make its payments without regard to the existence of the crime victim compensation program.

## **Section Twenty-Two. Federal Guidelines: VOCA Grant Program**

### **1. General**

*27158 Federal Register/Vol. 66, No. 95/Wednesday, May 16, 2001/Notices*

#### **DEPARTMENT OF JUSTICE**

*Office for Victims of Crime [OJP(OVC)–1319]*

*Victims of Crime Act Victim Compensation Grant Program*

*AGENCY: Office for Victims of Crime, Office of Justice Programs, Justice.*

*ACTION: Final program guidelines.*

*SUMMARY: The Office for Victims of Crime (OVC), United States Department of Justice (DOJ) is publishing Final Guidelines to implement the crime victim compensation grant program as authorized by the Victims of Crime Act of 1984, as amended, 42 U.S.C. 10601, et seq., hereafter referred to as VOCA.*

*EFFECTIVE DATE: These Final Guidelines are effective upon publication in the Federal Register or until reissuance by OVC.*

#### **FOR FURTHER INFORMATION CONTACT:**

*Carol R. Watkins, Director, State Compensation and Assistance Division, Office for Victims of Crime 810 Seventh Street, NW., Washington, DC 20531; phone: (202) 514–4696. (This is not a toll-free number). E- mail: watkinsc@ojp.usdoj.gov*

**SUPPLEMENTARY INFORMATION:** *The Victims of Crime Act (VOCA) authorizes federal financial assistance to states for the purposes of compensating and assisting crime victims, funding training and technical assistance, and serving victims of federal crimes.*

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2. *These Final Guidelines provide information specifically for the administration and implementation of the VOCA crime victim compensation grant program as authorized in section 1403 of VOCA, Public Law 98–473, as amended, codified at 42 U.S.C. 10602.*

*These VOCA Final Guidelines are outlined as follows:*

- I. Definitions*
- II. Background*
- III. Funding Allocations*
- IV. State Eligibility Criteria*
- V. State Certification*
- VI. Application Process and Performance Reporting*
- VII. Administrative Costs*
- VIII. Financial Requirements*
- IX. Monitoring*
- X. Suspension and Termination of Funding*

### *I. Definitions*

*For purposes of these Final Guidelines, the following terms are defined:*

*A. Driving While Intoxicated. This includes drunk driving and driving under the influence of alcohol and/or other drugs. Specific definitions may be provided by state statutes, written rules, or other established policies.*

*B. Federal Crime. A federal crime is any crime that is a violation of the United States Criminal Code or violation of the Code of Military Justice. In general, federal crimes are investigated by federal law enforcement agencies, including the Federal Bureau of Investigation (FBI), Drug Enforcement Administration (DEA), Bureau of Alcohol, Tobacco and Firearms (BATF), U.S. Postal Service (USPS), Department of Interior (DOI), U.S. Secret Service (USSS), U.S. Customs Service (USCS), and Immigration and Naturalization Service (INS). Federal crimes are prosecuted in Federal District Courts by U.S. Attorneys and the U.S. Department of Justice Criminal Division. Examples of Federal crimes include, but are not limited to:*

- 1. Crimes against Federal officials*
- 2. Crimes that take place on Federal property, including national parks and military bases, certain maritime and territorial jurisdictions, and buildings owned or leased by the Federal Government*
- 3. Bank robberies where the bank is insured or otherwise secured by the Federal Government*
- 4. Crimes affecting interstate activities, such as kidnapping, interstate domestic violence, and fraud via U.S. mail, telephone, or wire*
- 5. Crimes occurring in Indian Country or on reservations, where the Federal Government has criminal jurisdiction*
- 6. Trafficking of persons*

*C. Federal Program, or a federally financed State or local program is a program that provides third party reimbursement for victim expenses and includes such funding sources as*

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*Medicaid, Medicare, and CHAMPUS or provides direct Federal appropriations for organizations that provide direct services such as Indian Health Service and the Veterans' Administration.*

*D. Mass Violence occurring within or outside the United States. The term mass violence is not defined in VOCA or in any statute amending VOCA nor is it defined in the U.S. Criminal Code. Thus, OVC has developed a working definition of this term. The term mass violence means an intentional violent criminal act, for which a formal investigation has been opened by the Federal Bureau of Investigation or other law enforcement agency, that results in physical, emotional or psychological injury to a sufficiently large number of people as to significantly increase the burden of victim assistance and compensation for the responding jurisdiction. If there is a discrepancy between the definition provided in these Final Guidelines and the Antiterrorism and Emergency Fund Guidelines for Terrorism and Mass Violence Crimes, the definition in the Antiterrorism and Emergency Fund Guidelines takes precedence.*

*E. Mental Health Counseling and Care. Mental health counseling and care mean the assessment, diagnosis, and treatment of an individual's mental and emotional functioning. Mental health counseling and care must be provided by a person who meets state standards to provide these services.*

*F. Property Damage and Loss. Property damage is damage to material goods. Property loss is destruction of material goods or loss of money, stocks, bonds, etc. Property damage does not include damage to prosthetic devices, eyeglasses, other corrective lenses, dental devices, or other medically related devices.*

*G. Restitution. Restitution is payment made by the offender to the victim who was injured in the crime, to the legal guardian of a vulnerable adult or child victim, or to beneficiaries of the victim of homicide. Restitution does not refer to the general collection of fines, fees, and other penalties from offenders that provide basic revenue for a compensation program and are not attributable to reimbursement of payouts on a specific claim.*

*H. State. The term state includes the 50 states, the District of Columbia, the U.S. Virgin Islands, Guam, Puerto Rico and any other possession or territory of the United States.*

*I. Terrorism occurring within the United States. The term terrorism means an activity that... (1) involves a violent act or an act dangerous to human life that is a violation of the criminal laws of the United States or of any State, or that would be a criminal violation if committed within the jurisdiction of the United States or any State; and (2) appears to be intended ... (a) to intimidate or coerce a civilian population, (b) to influence the policy of a government by intimidation or coercion, or (c) to affect the conduct of a government by assassination or kidnapping (18 U.S.C. 3077).*

*J. Terrorism Occurring Outside the United States. The Antiterrorism and Emergency Reserve Fund Guidelines for Terrorism and Mass Violence Crimes.*

*In any fiscal year in which Fund deposits are greater than the amount deposited in fiscal*



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*year 1998, an amount equal to 50 percent of the increase in the amount from fiscal year 1998 shall be available for Child Abuse Prevention and Treatment Grants in addition to the base amount of \$10 million. The total amount allocated for Child Abuse Prevention and Treatment grants for any fiscal year refers to the term terrorism, when occurring outside the United States, as international terrorism to mean an activity that... (1) involves a violent act or an act dangerous to human life that is a violation of the criminal laws of the United States of any State, or that would be a criminal violation if committed within the jurisdiction of the United States or of any State; (2) appears to be intended ... (a) to intimidate or coerce a civilian population; (b) to influence the policy of a government by intimidation or coercion; or (c) to affect the conduct of a government by assassination or kidnapping; and (3) occur primarily outside the territorial jurisdiction of the United States, or transcend national boundaries in terms of the means by which they are accomplished, the persons they appear intended to intimidate or coerce, or the locale in which their perpetrators operate or seek asylum (18 U.S.C. 2331).*

### *II. Background*

*In 1984, VOCA established the Crime Victims Fund (hereinafter referred to as the Fund) in the U.S. Treasury to receive deposits from fines, penalties, and bond forfeitures levied on criminals convicted of federal crimes. The Fund is administered by OVC to support the activities authorized by VOCA. OVC makes annual VOCA crime victim compensation grants from the Fund to eligible states and territories. The primary purpose of these grants is to supplement state efforts to provide financial assistance and reimbursement to crime victims throughout the Nation for costs associated with crime, and to encourage victim cooperation and participation in the criminal justice system. With the exception of most property damage and loss as explained in these Final Guidelines, state crime victim compensation programs may use VOCA compensation grant funds to pay for eligible expenses allowed by state compensation statute, rule, or other established policy.*

### *III. Funding Allocations*

#### *A. Distribution. By statute, deposits are to be allocated as follows:*

- 1. Child Abuse Prevention and Treatment Grants. Up to \$20 million of the first amounts deposited in the Fund are allocated to Child Abuse Prevention and Treatment Grants. Of these funds, 85 percent are forwarded to the Department of Health and Human Services. The remaining 15 percent is retained by OVC to assist Native American Indian tribes in developing, establishing and operating child abuse programs.*
- 2. Federal Criminal Justice System. Specific amounts are earmarked by Congress annually for improving services for the benefit of crime victims in the Federal criminal justice system.*
- 3. Remaining Fund Deposits. The remaining fund deposits are distributed as follows:*
  - a. Victim Compensation Grants. Forty- eight and one half percent (48.5%) is available to eligible state programs for crime victim compensation.*
  - b. Victim Assistance Grants. Forty- eight and one half percent (48.5%) is available to states for victim assistance grants. Unused funds from the victim compensation portion of the deposits are added to this amount.*
  - c. Discretionary Grants. Three percent (3%) is available to OVC for demonstration*

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*projects, training and technical assistance grants, and financial support for services to victims of federal crime.*

*d. Antiterrorism and Emergency Fund. If monies in the Fund are sufficient to fully provide VOCA grants to the states, and deposits total 110 percent of the previous fiscal year, or if any funds are deobligated, the OVC director may retain up to \$100 million in an emergency fund. These funds are to be used (1) for Victims of terrorism within and outside the United States and for victims of other mass violence crimes; (2) for supplementing State Compensation and Assistance Programs' basic state compensation and assistance awards at the discretion of the OVC Director; and (3) to pay benefits under the newly authorized international compensation program.*

*B. Grant Period. Victim compensation grant funds are available for expenditure throughout the fiscal year (FY) of the award plus the next three fiscal years. The federal fiscal year (FFY) begins on October 1 and ends on September 30. State crime victim compensation programs may pay compensation claims retroactively to October 1, even though the VOCA grant may not be awarded until later in the fiscal year.*

*C. VOCA Victim Compensation Grant Formula. The Director of OVC is required to make an annual grant to eligible crime victim compensation programs that is equal to 40 percent of the amount awarded by the state program to victims of crime from state revenues during the fiscal year preceding the year of deposits in the Fund (two years prior to the grant year). If the amount in the Fund is insufficient to award each state 40 percent of its prior year's compensation payout from state revenues, all states will be awarded the same reduced percentage of their prior year payout from the available funds. To determine the amount available, each state must submit with its annual application a certification of the amount expended by the crime victim compensation program in the previous federal fiscal year. See Section V. for additional information.*

### *IV. State Eligibility Criteria*

*A. Grantee. The grantee must be an operational state-administered crime victim compensation program. A new compensation program is entitled to a VOCA grant after it has awarded benefits that can be matched under VOCA. VOCA may not be used as start-up funds for a new state compensation program. In the event that a state chooses to administer its compensation program in a decentralized fashion, the state remains accountable to VOCA for expenditure of these funds.*

*B. Program Requirements. For a state to meet or maintain eligibility for a VOCA crime victim compensation grant, it must satisfy the following requirements:*

#### *1. Compensable Crimes.*

*(a) VOCA Mandated Crimes. At a minimum, VOCA specifically requires the grantee to offer compensation to crime victims and survivors of victims of criminal violence for certain identified expenses (see below) resulting from physical injury from a compensable crime as defined by the state. VOCA requires that states include as compensable crimes those crimes whose victims suffer death or physical injury as a result of terrorism, driving while intoxicated, and domestic violence. In addition,*

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*VOCA requires that states include as compensable crimes those crimes whose victims suffer death or personal injury as a result of the intentional or attempted defacement, damage, or destruction of any religious real property because of (1) its religious character or the obstruction, by force or threat of force, of any person's enjoyment of the free exercise of religious beliefs when the crime is covered by interstate or foreign commerce; (2) the race, color, or ethnic characteristics of any individual associated with the religious property. (b) Coverage of Other Crimes. VOCA places priority on violent crime, but it does not prohibit coverage of nonviolent crime. States may choose to broaden the range of compensable crimes to include those involving threats of injury or economic crime where victims are traumatized but not physically injured. In doing so, they may include payments to victims for compensable expenses for these crimes on the state's certification of funds expended for the compensation program.*

### *2. Compensable Expenses.*

*(a) VOCA Mandated Expenses. At a minimum, VOCA requires states to award compensation for the following expenses when they are attributable to a physical injury resulting from a compensable crime:*

*i. Medical Expenses. This may include eyeglasses and other corrective lenses, dental services, prosthetic or other devices, and other services rendered in accordance with a method of healing recognized by state law.*

*ii. Mental health counseling and care.*

*iii. Lost wages.*

*iv. Funeral expenses attributable to a death resulting from a compensable crime.*

*(b) Other Allowable Expenses. State grantees may offer compensation for other types of expenses as authorized by state statute, rule, or other established policy.*

*(i) Property Damage and Loss.*

*Amounts awarded for property damage and loss cannot be included in the amount certified as a basis for the award of VOCA compensation grants except as listed under Section IV.B.2 (b) (ii) 4&5 of these Final Guidelines.*

*(ii) In addition to VOCA mandated expenses, other allowable expenses may be included in the certified payout amount such as:*

*1. Travel and transport for survivors of homicide victims to secure bodies of deceased victims from another country or state.*

*2. Temporary lodging.*

*3. Necessary building modification and equipment to accommodate physical disabilities resulting from a compensable crime.*

*4. Replacement costs for clothing and bedding held as evidence.*

*5. Replacement or repair of windows and locks.*

*6. Crime scene cleanup, as defined by state statute, rule or other established policy. Crime scene cleanup does not include replacement of lost or damaged property, except for locks and windows, and for clothing and bedding held as evidence.*

*7. Attorneys' fees related to a victim's claim for compensation, for establishing guardianship, settling estates, and other activities related to the crime.*

*8. Payments related to forensic sexual assault examinations (1) If such payments are made from funds administered by the compensation programs*

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*and are allowable under state statute, rule, or other established policy; and (2) to the extent that other funding sources such as state appropriations specifically earmarked for these exams are unavailable or insufficient.*

*9. Dependent care to allow victims to participate in criminal justice activities or secure medical treatment and rehabilitation services.*

*10. Financial counseling services for victims of economic crime, domestic violence, survivors of homicide victims, and other victims faced with financial difficulty as a result of a crime. Allowable activities provided to crime victims by financial counselors include but are not limited to: analysis of a victim's financial situation such as income producing capacity and crime related financial obligations; assistance with restructuring budget and debt; assistance in accessing insurance, public assistance and other benefits; assistance in completing financial impact statements for criminal courts; and assistance in settling estates and handling guardianship concerns. Financial counseling must be provided by a person who meets state standards for provision of this service.*

*11. Pain and suffering.*

*12. Annuities for loss of support for children of victims of homicide.*

*13. Victim Cooperation With Law Enforcement. Crime victim compensation programs must promote victim cooperation with the reasonable requests of law enforcement authorities. State crime victim compensation programs maintain the authority and discretion to establish their own standards for victim cooperation with the reasonable requests of law enforcement. VOCA's cooperation with the reasonable requests of law enforcement requirement may be fulfilled by using the following criteria or by any other criteria the state believes is necessary and acceptable to encourage and document victim cooperation with law enforcement. For example, a state may:*

- a. Require a victim to report the crime to a law enforcement agency;*
- b. Require a victim to report the crime to an appropriate government agency, such as child and/or adult protective services, family court, or juvenile court;*
- c. In the case of a child or a vulnerable adult, accept a crime report to law enforcement or to a child or adult protective services agency from a mandated reporter or other person knowledgeable about the crime;*
- d. Accept proof of the completion of a medical evidentiary examination, such as medical reports, x-rays, medical photographs, and other clinical assessments as evidence of cooperation with law enforcement.*

*14. Nonsupplantation. The state must certify that grants received under VOCA will not be used to supplant state funds otherwise available to provide crime victim compensation benefits or to administer the state crime victim compensation program. States may not decrease their financial commitment to crime victim compensation solely because they are receiving VOCA funds for the same purpose. Expenditure of VOCA funds received based on state certified payouts from previous years does not constitute supplantation.*

*15. Compensation for Residents Victimized Outside Their Own State. A state must provide compensation to state residents who are victims of crimes occurring outside the state if the crimes would be compensable crimes had*

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*they occurred inside that state and the crimes (1) occurred in a state without an eligible VOCA crime victim compensation program, or (2) in cases of terrorism, occurred outside the territorial jurisdiction of the United States. The state must make these awards according to the same criteria used to make awards to those who are victimized while in the state.*

*16. Compensation for Nonresidents of a State. The state, in making awards for compensable crimes occurring within the state, must make compensation awards to nonresidents of the state on the basis of the same criteria used to make awards to victims who are residents of the state.*

*17. Victims of Federal Crime. The state must provide compensation to victims of federal crimes occurring within the state on the same basis that the program provides compensation to victims of state crimes.*

*18. Unjust Enrichment. States cannot deny compensation to a victim based on the victim's familial relationship to the offender or because the victim shares a residence with the offender. States must adopt a rule or other written policy to avoid unjust enrichment of the offender, but it cannot have the effect of denying compensation to a substantial percentage of victims of violence perpetrated by family members or others with whom the victim shares a residence. In developing a rule, or other written policy, states are encouraged to consider the following:*

*a. The legal responsibilities of the offender to the victim under the laws of the state and collateral resources available from the offenders to the victim. For example, legal responsibilities of the offender may include court-ordered restitution or family support under the domestic, marital property or child support laws of the state. Collateral resources may include insurance or pension benefits available to the offender to cover the costs incurred by the victim as a result of the crime. Victims of family violence must not be penalized when collateral sources of payment are not viable. Examples of such situations include when the offender refuses to, or cannot, pay restitution or other civil judgments within a reasonable period of time or when the offender impedes direct or third party (i.e., insurance) payments.*

*b. Payments to victims of family violence that only minimally or inconsequentially benefit offenders. These payments are not considered unjust enrichment. For example, denial of medical or dental expenses solely because the offender has legal responsibility for the charges, but is unwilling or unable to pay them, could result in the victim not receiving treatment. When indicated, the state has the option of seeking reimbursement from the offender.*

*c. Consultation with social services and other concerned government entities, and with private organizations that support and advocate on behalf of victims of violence perpetrated by family members.*

*d. The special needs of child witnesses to violence and child victims of criminal violence, especially when the perpetrator is a parent who may or may not live in the same residence.*

*19. Discrimination Prohibited. No person shall on the grounds of race, color, religion, national origin, disability, or sex, be excluded from participation in,*

## *Nevada Victims of Crime Program Policies*

*denied the benefits of, subjected to discrimination under, or denied employment in connection with, any undertaking funded in whole or in part with sums made available under VOCA. States must comply with these VOCA nondiscrimination requirements, the Federal civil rights statutes and regulations cited in the Assurances that accompany the grant award document, and all other applicable civil rights requirements. States with decentralized operations must assure that all operations comply with these requirements.*

*20. Additional Information Requested by the OVC Director. The state must provide other information and assurances as the Director of OVC may reasonably require.*

### *VOCA Funds and Collateral Federal Programs*

*1. Means Testing. Federal, state, or local government programs that use federal funds are prohibited from including victim compensation benefits when determining income eligibility for an applicant, until the total amount of medical or other assistance that the applicant receives from all programs is sufficient to fully compensate the applicant for losses suffered as a result of the crime. VOCA requires this policy when an applicant needs medical or other assistance, in full or in part, because of the commission of a crime against the applicant. VOCA gives the OVC Director authority to determine whether such medical or other assistance is necessary to an applicant for victim compensation because of the commission of a crime against the applicant. Through these Final Guidelines, the Director's authority is delegated to state VOCA crime victim compensation administrators.*

*2. Payer of Last Resort. The compensation program is the payer of last resort with regard to federal or federally financed programs. When a victim is eligible to receive benefits from a federal program such as Veterans' benefits, Medicare, and Social Security Disability or federally financed state or local program, such as Medicaid the state compensation program shall not use VOCA funds to pay costs that another federal or federally financed program covers. The federal or federally financed program must make payments without regard to benefits awarded to a crime victim by a state crime victim compensation program. To facilitate victim access to other funding resources, OVC recommends that VOCA compensation administrators coordinate their activities and provide appropriate referrals to other programs that provide financial assistance and services to crime victims, whether funded by federal, state or local governments. Examples of such programs include worker's compensation, vocational rehabilitation, and VOCA victim assistance subgrantee programs. Outreach to other programs can result in mutual understanding of eligibility requirements, application processing, time lines, and other program specific requirements. As payer of last resort, it is in the compensation program's discretion to make exception for victim needs that are not adequately met by collateral sources. Additionally, this provision does not mandate that states require victims to apply for or use other federally funded programs prior to accessing the crime victim compensation program.*

*V. State Certifications State grantees must provide information about crime victim compensation claim payouts including all available funding sources, deductions, and*

## *Nevada Victims of Crime Program Policies*

*recovery costs on a certification form provided by OVC. The Office of Budget and Management Services, Office of Justice Programs, uses this information to calculate allocations for VOCA eligible crime victim compensation programs. A. Program Revenue. States must report on the certification form all sources of revenue to the crime victims compensation programs during the federal fiscal year. In some instances, funds are made available to the crime victim compensation programs from other departments or agencies, from supplemental appropriations, donations, or unspent funds carried over from prior years. The amount of certified revenue, excluding VOCA funds, but including all other sources, including carried over funds, must meet or exceed the amount of certified payments to crime victims. B. Program Expenditures. The total amount to be certified by the state program must include only those amounts paid from state funding sources that are allowable under Section IV.B.1&2 to, or on behalf of, crime victims during the federal fiscal year (October 1 to September 30).*

### *C. Amounts to be Excluded.*

*Compensation for property damage or loss except for items found in Section IV.B.2.(b)ii.4&5 of these Final Guidelines; audit costs; personnel costs; costs related to the collection of offender fines, fees, penalties, and other revenues that provide basic program funding; and, any other program administrative costs.*

*D. Deductions. Deductions are receipts or refunds that offset or reduce expense items that are allocable to a particular crime victim compensation claim. These include funds received through a state's subrogation interest in a claimant's civil law suit recovery, restitution, refunds, or other reimbursements. For purposes of applicable credits, the term restitution means payment made by the offender to the victim who was injured in the crime, to the legal guardian of a vulnerable adult or child, or to beneficiaries of the victim of homicide. Restitution does not refer to the costs of general collection of fines, fees and other penalties from offenders that provides the basic revenue for the compensation program and are not attributable to reimbursement of payouts on a specific claim. Refunds include amounts from overpayment, erroneous payments made to claimants, and uncashed checks. Additional guidance regarding applicable credits can be found in OMB Circular A-87, Cost Principles for State and Local Governments.*

*F. Recovery Costs. Salary and benefits costs for personnel directly involved in recovery efforts may be offset against the amount of income received from such reimbursement. Recovery efforts are those activities that are directly attributable to obtaining restitution, refunds, and other reimbursements for the expenses of specific crime victims who have received compensation from the state program. Expenses shall be limited to the percentage of those salaries and benefits incurred by the state for individual employees whose primary responsibilities (not less than 75 percent of each individual employee's work time) are directly and specifically related to recovering restitution and other reimbursements on behalf of compensated victims. Additional allowable recovery costs are garnishment fees, service of legal documents, costs of legal publication, and subpoena fees related to collecting reimbursements. Recovery costs cannot be claimed for employees whose salary and benefits are derived from federal administrative grant funds. Recovery costs do not include the collection of fines, fees, and other penalties that provide the basic revenue for*



## *Nevada Victims of Crime Program Policies*

*the compensation program and are not identifiable to reimbursement of payouts on a specific victim claim.*

*G. Sources of Payments to Crime Victims. There is no financial requirement that state compensation programs identify the source of individual payments to crime victims as either federal or state dollars, nor are there any requirements that restitution recoveries or other refunds be tracked to federal or state dollars paid out to the victim.*

*H. Incorrect Certifications. If it is determined that a state has made an incorrect certification of payments of crime victims compensation from state funding sources and a VOCA crime victim compensation grant is awarded in error, one of the following two courses of action will be taken:*

*1. Overcertification. In the event that an overcertification comes to the attention of OVC or the Office of the Comptroller, OJP, the necessary steps will be taken to recover funds that were awarded in error. OVC does not have the authority to permit states to keep amounts they were not entitled to as a result of overcertification. Generally, it is the policy of OVC to reduce the amount of the subsequent year VOCA victim compensation award by the amount of the overpayment.*

*2. Undercertification. If a state undercertifies amounts paid to crime victims, OVC and the Office of the Comptroller, OJP, will not supplement payments to the state to correct the state's error since this would require recalculating allocations to every state VOCA compensation and assistance program and cause disruption in administration of these programs.*

## *VI. Application Process and Performance Reporting*

### *A. Application for Federal Assistance.*

*Each year, OVC issues to each eligible state an application package that contains the necessary forms and detailed information required to apply for VOCA crime victim compensation grant funds. The amount for which each state may apply is included with the application package. States shall use the Standard Form 424, Application for Federal Assistance, and its attachments to apply for VOCA victim compensation grant funds. Applications for VOCA crime victim compensation grants may only be submitted by the state agency designated by the governor to administer the VOCA victim compensation program and grant. Completed applications must be submitted on or before the stated deadline, as determined by OVC. If an eligible state fails to apply for its crime victim compensation allocation by the prescribed deadline, OVC will redistribute federal VOCA crime victim compensation dollars to the VOCA victim assistance grant program, after all states have received the statutorily prescribed percentage of their prior years' payout.*

### *B. Annual Performance Report.*

*States receiving VOCA crime victim compensation grant funds must submit an annual OVC Performance Report. The Performance Report is due January 15 of each year for the*

*preceding federal fiscal year.*

## *VII. Administrative Costs*

### *A. Administrative Costs Allowance.*

*VOCA allows states to use up to 5 percent of crime victim compensation grant funds for administering the crime victim compensation grant program. Any portion of the allowable 5 percent that is not used for administrative purposes must be used for awards of compensation to crime victims. The intent of this provision is to support and advance program administration in all operational areas including claims processing, staff development and training, public outreach, and program funding by supporting activities that will improve program effectiveness and service to crime victims.*

*If a state elects to use up to 5 percent of the VOCA compensation grant for administrative purposes, only those costs directly associated with administering the program, enhancing overall program operations, and ensuring compliance with federal requirements can be expended with administrative grant funds. State grantees are not required to match the portion of the grant that is used for administrative purposes. The state administrative agency may charge a federally approved indirect cost rate to this grant, but this cost is capped by the limits of these 5 percent administrative funds.*

*States must certify that VOCA funds used for administrative purposes will not supplant state or local funds but increase the amount of funds available for administering the compensation program. For the purpose of establishing a baseline level of effort, states must maintain documentation on the overall administrative commitment of the state prior to their use of VOCA administrative grant funds. State grantees will not be in violation of the nonsupplantation clause if there is a decrease in the state's previous financial commitment toward the administration of the VOCA grant programs in the following situations:*

*(1) if serious loss of revenue occurs at the state level, resulting in across-the-board budget restrictions, and*

*(2) if there is a decrease in the number of state-supported staff positions used to meet the state's effort in administering the VOCA grant programs.*

*State grantees using administrative funds must notify OVC if there is a decrease in the amount of its previous state financial commitment to the cost of administering the VOCA program. Only staff activities directly related to compensation functions can be funded with VOCA administrative funds. Similarly, any equipment purchases or other expenditures charged to the VOCA administrative funds can be charged only in proportion to the percentage of time used by the compensation program.*

### *B. Allowable Costs.*

*Allowable administrative costs include but are not limited to, the following:*

## *Nevada Victims of Crime Program Policies*

- 1. Salaries and benefits for staff and consultant fees to administer and manage the financial and programmatic aspects of the crime victim compensation program. Staff supported by administrative funds under the VOCA crime victim compensation grant must work directly for the compensation program in the same proportion as their level of support from VOCA grant funds. If the staff performs other functions unrelated to the provision of compensation to crime victims, the proportion of time spent working on the compensation program must be documented using some reasonable method of valuation at regular measurable intervals, e.g., time and attendance records. The documentation must provide a clear audit trail for the expenditure of grant funds. Temporary or periodic personnel support, such as qualified peer reviewers for medical and mental health claims, and data processing support services are also allowable. These services may be obtained through means deemed acceptable by state administrative procedures.*
- 2. Training and technical assistance includes attendance at training and technical assistance meetings and conferences that address issues relevant to state administration of victim compensation programs. Allowable costs may include travel, registration fees, and other such expenses.*
- 3. Monitoring compliance with federal and state requirements.*
- 4. Automation, including the study, design, and implementation of claims processing and other relevant systems; purchase and maintenance of equipment for the state grantee, including computers, software, FAX machines, copying machines, and TTYs; and services required to support the use of technology to enhance services to crime victims.*
- 5. Training to victim services providers, criminal justice personnel, and health, mental health and social services providers about the crime victim compensation program.*
- 6. Memberships in crime victim organizations and victim-related informational materials.*
- 7. Prorated program audit costs for the crime victim compensation program.*
- 8. Indirect costs at a federally approved rate that, when applied, does not exceed the 5 percent administrative cost allowance.*
- 9. Participation in improving coordination efforts on behalf of crime victims with other federal, state, and local agencies and organizations. This includes development of protocols, policies, and procedures that promote coordination of victim compensation with other financial and victim service programs that improve responses to crime victims. Such participation includes the development and coordination of criminal crisis response teams.*
- 10. Informational materials including development of applications, brochures, posters, training manuals and other relevant publications that describe the compensation application process, eligibility criteria, and the range of benefits available for crime victims. This includes related printing costs.*
- 11. Development of strategic and financial plans, conduct of surveys, and needs assessments,*

## *Nevada Victims of Crime Program Policies*

*survey of victim satisfaction with the program, and employment of geographic information systems (GIS) technology for planning.*

*12. Toll-free telephone numbers, Internet access to claim information, and other such program enhancements.*

*C. Requirements to Notify OVC of Use of Administrative Funds. State grantees that elect to use administrative funds under the VOCA compensation grant are required to include with their annual application, notification of their intent to use administrative funds, the percentage of funds, and the purposes for which they will be used. Grantees will be expected to include in their annual performance report, documentation of actual use of administrative funds.*

*D. Confidentiality of Research Information. Except as otherwise provided by federal law, no officer or employee of the Federal Government or recipient of monies under VOCA shall use or reveal any research or statistical information gathered under this program by any person, and identifiable to any specific private person, for any purpose other than the purpose for which such information was obtained, in accordance with VOCA. Such information, and any copy of such information, shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding. This provision is intended, among other things, to assure confidentiality of information provided by crime victims to employees of VOCA-funded victim compensation programs. However, there is nothing in VOCA or its legislative history to indicate that Congress intended to override or repeal, in effect, a state's existing law governing the disclosure of information, which is supportive of VOCA's fundamental goal of helping crime victims. For example, this provision would not act to override or repeal, in effect, a state's existing law pertaining to the mandatory reporting of a suspected child abuse. See *Pennhurst State School and Hospital vs. Halderman, et al.*, 451 U.S. 1 (1981).*

### *VIII. Financial Requirements*

*As a condition of receiving a grant, states must agree to ensure adherence to the general and specific requirements of the OJP Financial Guide (effective edition) and all applicable OMB Circulars and Common Rules. This includes the maintenance of books and records in accordance with generally accepted government accounting principles.*

*For copies of the OJP Financial Guide, call or write the OJP Office of the Comptroller, 810 7th Street NW., Washington, DC 20531, Customer Service Center 1/800-458-0786; or visit the website at: [www.ojp.usdoj.gov/FinGuide/](http://www.ojp.usdoj.gov/FinGuide/) IX. Monitoring A. Office of the Comptroller/General Accounting Office/Office of the Inspector General. The U.S. Department of Justice, Office of Justice Programs, Office of the Comptroller; the General Accounting Office; and the U.S. Department of Justice, Office of the Inspector General, conduct periodic reviews of the financial policies and procedures and records of VOCA state grantees. Therefore, upon request, states must provide authorized representatives with access to examine all records, books, papers, case files, or other documents related to the expenditure of funds received under this grant.*

*B. Office for Victims of Crime. OVC conducts onsite monitoring in accordance with its monitoring*

### *Nevada Victims of Crime Program Policies*

*plan. While on the site, OVC personnel review various documents and files including (1) Program manuals; (2) procedures; (3) program reports; (4) claimant application, eligibility requirements, and determination and appeal process; (5) a random sampling of victim compensation claim files; and (6) other applicable state records and files. Grantees are notified in writing of their compliance with requirements of VOCA.*

#### *X. Suspension and Termination of Funding*

*If, after reasonable notice to the grantee, OVC finds that a state has failed to comply substantially with the following: VOCA, the state's application for funding, the OJP Financial Guide Crime Victim Compensation Grant Program Guidelines, or any implementing regulation or federal requirements, the OVC Director may suspend or terminate funding to the state and/or take other appropriate action. Under the procedures of 28 CFR part 18, states may request a hearing on the record on the justification for the suspension and/or termination of VOCA funds.*



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

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

July 12, 2016

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

From: Kim Perondi, Budget Analyst *K.P.*

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 – VICTIMS OF CRIME PROGRAM**

Agenda Item Write-up:

Pursuant to NRS 217.117, Section 3, the Board shall consider the appeal on the record at its next scheduled meeting. The Board may affirm, modify or reverse the decision of the Appeals Officer.

Additional Information:

The issue before the Board is an appeal filed pursuant to NRS 217.117 by Jane Heller for denied compensation by the Victims of Crime Program for incidents occurring over several months in 2015. Ms. Heller filed one Application for Compensation in November 30, 2015 and another one on December 31, 2015. The November application was denied for late filing of a police report, the December application was denied for late filing of a police report and insufficient evidence in the record to support a finding. A Hearings Officer Decision and Order was issued February 2, 2016; the Appeals Officer affirmed the Hearing Officer's decision and the Victim of Crime Program's denials of the applications under a subsequent Decision and Order dated May 11, 2016. Ms. Heller sent a written request dated May 19, 2016 for an appeal of the decision; the request was received on May 27, 2016.

***NRS 217.117, Section 3 - the applicant or Clerk of the Board may, within 15 days after the appeals officer renders a decision, appeal the decision to the Board. The Board shall consider the appeal on the record at its next scheduled meeting if the appeal and the record are received by the Board at least 5 days before the meeting. Within 15 days after the meeting the Board shall render its decision in the case or give notice to the applicant that a hearing will be held. The hearing must be held within 30 days after the notice is given and the Board shall render its decision in the case within 15 days after the hearing. The Board may affirm, modify or reverse the decision of the appeals officer.***

Statutory Authority:

NRS 217.117

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

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





**DEPARTMENT OF ADMINISTRATION  
VICTIMS OF CRIME**

**2200 S. Rancho Dr., #210-A  
Las Vegas, Nevada 89102  
Fax (702) 486-2825  
(702) 486-2740**

June 29, 2015

**RECEIVED**

**JUL 07 2016**

**GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION**

To: James Wells, Clerk, Board of Examiners

From: Rebecca Salazar, Program Manager

Re: Appeal of Jane Heller  
Claim No. 16-10031252-LV

**Case Summary**

Jane Heller appeals the denial of benefits for ineligible incidents that occurred over several months in 2015. Ms. Heller filed two applications regarding issues she was having with her neighbors who were cooking something in their apartment that caused smoke and haze to drift into Ms. Heller's apartment.

Ms. Heller's claim was primarily denied due to late filing of the police reports. Appeals Officer Georganne Bradley's Decision and Order notes that Ms. Heller has failed to provide sufficient evidence indicating an eligible crime has occurred against her.

**Recommendation**

Board of Examiner's Policy:

**Section One. Introduction**

**2. Scope of Nevada Victims of Crime Program**

A. The Nevada VOCP assists victims who suffer injuries from violent crime.

**Section Seven. Crime Types Eligible for Consideration**

Murder, Assault and Battery, Robbery, Driving Under the Influence, Pedestrian Hit & Run, Sexual Assault or Spousal Rape, Domestic Violence, Child Abuse, Elder Abuse, Pornography Involving a Minor, Human Trafficking, Stalking, Kidnapping, Terrorism

**Section Fourteen. Appeal Rights and Procedures**

**4. Burden of Proof**

A. To qualify for the benefits offered by the VOCP, the applicant must meet certain criteria, and the crime must be an eligible crime. The applicant has the burden of proof, by clear and convincing evidence to establish eligibility for acceptance and payment of any benefit offered by the VOCP.

**Section Four. Responsibilities of Applicant**

**3. Filing Timely Police Report**

A. To qualify for VOCP benefits an applicant must establish that a police report was filed within 5 days of the crime or within 5 days of the time when a report could reasonably have been made. NRS 217.210 (1) provides:

*"Except as otherwise provided in subsection 2, an order for the payment of compensation must not be made unless the application is made within 1 year after the date of the personal injury or death on which the claim is based, unless waived by the Board of Examiners or a person designated by the Board for good cause shown, and the personal injury or death was the result of an incident or offense that was reported to the police within 5 days of its occurrence or, if the incident or offense could not reasonably have been reported within that period, within 5 days of the time when a report could reasonably have been made."*

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

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency:

Board of Professional Engineers and Land Surveyors  
1755 East Plumb Lane, Suite 135  
Reno, Nevada 89502  
Contact: Patty Mamola, P.E.  
Phone: 775-688-1231 Fax: 775-688-2991 Email: pmamola@boe.state.nv.us

Remarks:

This is an extension of an existing Lease

Exceptions/Special notes:

RECEIVED

JUL 05 2016

2. Name of Landlord (Lessor):

Reno Noteholders, LLC

3. Address of Landlord:

5455 Kietzke Lane  
Reno, Nevada 89511

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

4. Property contact:

Nevada Commercial Services, Inc.  
Lindsey Juriaan, Property Manager  
Phone: 775-737-7306 Fax: 775-851-3667 Email: ljuriaan@ncsreno.com

5. Address of Lease property:

1755 East Plumb Lane, Suite 135  
Reno, Nevada 89502

a. Square Footage:

☒ Rentable  
☐ Usable 3,445

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$4,349.21	12	\$52,190.52	September 1, 2016 - August 31, 2017	\$1.26
\$4,349.21	12	\$52,190.52	September 1, 2017 - August 31, 2018	\$1.26
\$4,349.21	12	\$52,190.52	September 1, 2018 - August 31, 2019	\$1.26

c. Total Lease Consideration:

36 \$156,571.56

d. Option to renew:

☒ Yes ☐ No Renewal terms: One identical term

e. Holdover notice:

# of Days required 90 Holdover terms: 5%/90

f. Term:

36 months

g. Pass-thrus/CAM/Taxes

☒ Landlord ☐ Tenant

h. Utilities:

☒ Landlord ☐ Tenant

i. Janitorial:

☒ Landlord ☐ Tenant ☐ 3 day ☒ 5 day ☐ Rural 3 day ☐ Rural 5 day ☐ Other (see special notes)

j. Repairs:

Major: ☒ Landlord ☐ Tenant Minor: ☒ Landlord ☐ Tenant

k. Comparable Market Rate:

\$2.01 - \$2.10 Reno Area

l. Specific termination clause in lease:

Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number:

B008

6. Purpose of the lease:

To house the Board of Professional Engineers and Land Surveyors

7. This lease constitutes:

- ☒ An extension of an existing lease
- ☐ An addition to current facilities (requires a remark)
- ☐ A relocation (requires a remark)
- ☐ A new location (requires a remark)
- ☐ Remodeling only
- ☐ Other

a. Estimated Moving Expenses: \$0.00

Furnishings: \$0.00

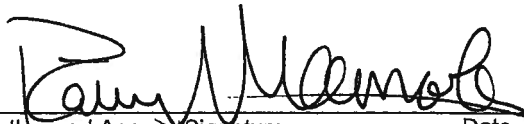
Data/Phones: \$0.00

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE -  
PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET  
\_\_\_\_\_

  
Authorized Agency Signature Date 7/1/16

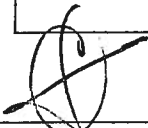
For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20101832509</u>	Exp:	<u>11/30/2016</u>	5
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
g. State of Nevada Vendor number:	<u>T29036884</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

  
Authorized Signature Date 7-1-16  
Public Works Division

s/  
For Board of Examiners ☒ YES ☐ NO

For Budget Division Use Only	
Reviewed by:	<i>SLC</i>
Reviewed by:	<i>FMH</i>
Reviewed by:	<i>7/15/16</i>

### STATEWIDE LEASE INFORMATION

1. Agency:	Department of Public Safety Highway Patrol Division 555 Wright Way Carson City, Nevada 89711 Melissa Carr phone: 775.684.4593 fax: 775.684.4809 email: mcarr@dps.state.nv.us				
Remarks:	This lease renewal was negotiated to house the Highway Patrol in both Alamo and Pioche. These locations have not had a rate increase in over six (6) years. The lease was negotiated to maintain the existing rate through the current biennium (FY17) and then adjust the rate for the remainder of the term to a level still well below market rate but more commensurate with the usage of the colocated space with the county agencies.				
Exceptions/Special notes:	County responsible for all janitorial services.				
2. Name of Landlord (Lessor):	Lincoln County Commission				
3. Address of Landlord:	PO Box 90 Pioche, Nevada 89043				
4. Property contact:	Denice Brown phone: 775.962.8063 fax: 775.962.5451 email: dbrown@lincolnnv.com				
5. Address of Lease property:	#1 North Main Street, Pioche, Nevada 89043 100 South First West, Alamo, Nevada 89001				
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 965				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$150.00	12	\$1,800.00	September 1, 2016 - August 31, 2017	\$0.16
167%	\$400.00	12	\$4,800.00	September 1, 2017 - August 31, 2018	\$0.41
0%	\$400.00	12	\$4,800.00	September 1, 2018 - August 31, 2019	\$0.41
0%	\$400.00	12	\$4,800.00	September 1, 2019 - August 31, 2020	\$0.41
c. Total Lease Consideration:	48		\$16,200.00		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		90	Renewal terms:	One (1) identical lease term
e. Holdover notice:	# of Days required		Holdover terms:		Month to Month
f. Term:	Four (4) years				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input checked="" type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:	Not available				
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	4713				
6. Purpose of the lease:	To house Nevada Highway Patrol in two locations (Alamo and Pioche)				
7. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other				
a. Estimated Moving Expenses:	\$0.00		Furnishings:	\$0.00	
			Data/Phones:	\$0.00	

RECEIVED

JUN 29 2016


GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

**IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET**

  
Authorized Agency Signature

6/20/16  
Date

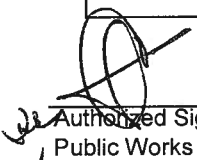
For Public Works Information:

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	Exempt	Exp:		4
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				
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>T40267400</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

  
Authorized Signature  
Public Works Division

6-27-16  
Date

ht  
For Board of Examiners ☒ YES ☐ NO

For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i> 7-14-16
Reviewed by:	<i>[Signature]</i> 7/15/16
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency:	Department of Public Safety Office of Professional Responsibility 555 Wright Way Carson City, Nevada 89711 Contact: Melissa Carr Phone: (775) 684-4593 fax: (775) 684-4809 email: mcarr@dps.state.nv.us				
Remarks:	This lease renewal includes a 13% overall increase to convert into a full service lease and brings the rent in line with the Criminal Justice Office located in Suite A, at this same location. Leasing Services negotiated a first year rate to remain the same as the existing. The cost for the remaining term is still well under the market rate.				
Exceptions/Special notes:	DPS specific, 5 day janitorial. <div style="float: right; border: 1px solid black; padding: 5px; transform: rotate(-2deg); font-weight: bold; font-size: 1.2em;">RECEIVED</div>				
2. Name of Landlord (Lessor):	Whitecross, LP <div style="float: right; border: 1px solid black; padding: 5px; transform: rotate(-2deg); font-weight: bold; font-size: 1.2em;">JUN 30 2016</div>				
3. Address of Landlord:	112 North Curry Street Carson City, Nevada 89703 <div style="float: right; border: 1px solid black; padding: 5px; transform: rotate(-2deg); font-weight: bold; font-size: 1.2em;">GOVERNOR'S FINANCE OFFICE BUDGET DIVISION</div>				
4. Property contact:	Uhart Commercial Real Estate Services 301 W Washington Street, Ste #1, Carson City, Nevada 89703 John Uhart - Phone: 775-884-1896, Fax: 775-884-4896				
5. Address of Lease property:	1535 "B" Hot Springs Road Carson City, Nevada 89706				
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 1,885				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$1,274.85	12	\$15,298.20	September 1, 2016 - August 31, 2017	\$0.68
86%	\$2,371.33	12	\$28,455.96	September 1, 2017 - August 31, 2018	\$1.26
0%	\$2,371.33	12	\$28,455.96	September 1, 2018 - August 31, 2019	\$1.26
2%	\$2,409.33	12	\$28,911.96	September 1, 2019 - August 31, 2020	\$1.28
0%	\$2,409.33	12	\$28,911.96	September 1, 2020 - August 31, 2021	\$1.28
c. Total Lease Consideration:	60		\$130,034.04		
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:	Five (5) years				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input checked="" type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:	\$1.68 - \$2.03 Carson City Area				
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	4707				
6. Purpose of the lease:	To house the Office of Professional Responsibility				
7. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other				
a. Estimated Moving Expenses:	\$0.00		Furnishings:	\$0.00	
			Data/Phones:	\$0.00	



**STATEWIDE LEASE INFORMATION**

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE -  
PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

\_\_\_\_\_

 6.29.16  
Authorized Agency Signature Date


For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV19961041819	Exp:	3/31/2017	4
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 checked="" type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
g. State of Nevada Vendor number:	T32002685			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

 6.30.16  
Authorized Signature Date  
Public Works Division

sl/  
For Board of Examiners ☒ YES ☐ NO

For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i>
Reviewed by:	<i>[Signature]</i>
Reviewed by:	<i>[Signature]</i>

### STATEWIDE LEASE INFORMATION

1. Agency:	Department of Public Safety Division of Parole and Probation 1445 Old Hot Springs Road, Suite 104 Carson City, Nevada 89706 Melissa Carr 775.684.4593 Fax: 775.684.4809 mcarr@dps.state.nv.us				
Remarks:	This lease renewal has a 14.74% increase over the 7 year term which includes extensive tenant improvements in order to accommodate the needs of the agency and meet ADA requirements.				
Exceptions/Special notes:	Day-time Janitorial; Monday - Friday				
2. Name of Landlord (Lessor):	Brander Nevada Investments, LLC				
3. Address of Landlord:	10729 Harbottle Drive Reno, Nevada 89511				
4. Property contact:	Carson Properties, Inc. 187 Sonoma Street Carson City, Nevada 89701 Terry Yeager 775.882.3211 Fax: 775.882.7553 TerryYeager@carsoncommercial.com				
5. Address of Lease property:	1445 Old Hot Springs Road, Suites 101-106 & 109-111 Carson City, Nevada 89706				
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 18,193				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$27,992.78	12	\$335,913.36	August 1, 2016 - July 31, 2017	1.45 - Carson
2.5%	\$28,692.60	12	\$344,311.20	August 1, 2017 - July 31, 2018	3.16
2.5%	\$29,409.92	12	\$352,919.04	August 1, 2018 - July 31, 2019	3.71
2.5%	\$30,145.16	12	\$361,741.92	August 1, 2019 - July 31, 2020	2.70
2.5%	\$30,898.79	12	\$370,785.48	August 1, 2020 - July 31, 2021	2.12
2.5%	\$31,671.26	12	\$380,055.12	August 1, 2021 - July 31, 2022	2.14
2.5%	\$32,463.04	12	\$389,556.48	August 1, 2022 - July 31, 2023	2.17
c. Total Lease Consideration:	84		\$2,535,282.60		
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:	Seven (7) Years				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input checked="" type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:	\$2.01 - \$2.10 (Reno Area) - Carson				
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	3740				
6. Purpose of the lease:	To house the Division of Parole and Probation				
7. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input checked="" type="checkbox"/> Remodeling only <input type="checkbox"/> Other				
a. Estimated Moving Expenses:	\$0.00		Furnishings:	\$0.00	
			Data/Phones:	\$0.00	

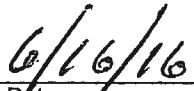
**STATEWIDE LEASE INFORMATION**

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE -  
PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes ☒ No ☐ Dec Unit \_\_\_\_\_

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

  
Authorized Agency Signature

  
Date


For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20041063255	Exp:	3/31/2017	75
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
*If no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
f. Office?				
g. State of Nevada Vendor number:	T29002868			

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

  
Authorized Signature  
Public Works Division

  
Date

kl/ll  
For Board of Examiners ☒ YES ☐ NO

For Budget Division Use Only	
Reviewed by: 7/8/16	KOR
Reviewed by:	
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services  
Division of Child and Family Services  
4126 Technology Way, 3rd Floor  
Carson City, Nevada 89706  
Contact: Sharon Kniggee  
Phone (775) 684-7952 fax (775) 684-4455 email sharon.kniggee@dcfs.nv.gov

Remarks: This is a renewal of an existing lease at the existing rate with no increase or escalations over term.

Exceptions/Special notes: **RECEIVED**  
JUL 05 2016

2. Name of Landlord (Lessor): Nye County Commissioners

3. Address of Landlord: PO Box 153  
Tonopah, Nevada 89049

4. Property contact: Lorina Dellinger  
Phone (775) 482-7319 fax (775) 482-8198 email ldellinger@co.nye.nv.us

5. Address of Lease property: 2 Frankie Street  
Tonopah, Nevada 89049

a. Square Footage: ☐ Rentable  
☒ Usable 750

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$555.00	12	\$6,660.00	September 1, 2016 - August 31, 2017	\$0.74
\$555.00	12	\$6,660.00	September 1, 2016 - August 31, 2018	\$0.74
\$555.00	12	\$6,660.00	September 1, 2016 - August 31, 2019	\$0.74
\$555.00	12	\$6,660.00	September 1, 2016 - August 31, 2020	\$0.74
\$555.00	12	\$6,660.00	September 1, 2016 - August 31, 2021	\$0.74

c. Total Lease Consideration: 60 \$33,300.00

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/CAM/Taxes: ☒ Landlord ☐ Tenant

h. Utilities: ☒ Landlord ☐ Tenant

i. Janitorial: ☒ Landlord ☐ Tenant ☐ 3 day ☐ 5 day ☐ Rural 3 day ☒ Rural 5 day ☐ Other (see special notes)

j. Repairs: Major: ☒ Landlord ☐ Tenant Minor: ☒ Landlord ☐ Tenant

k. Comparable Market Rate:

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 3229

6. Purpose of the lease: To house the Division of Child and Family Services

7. This lease constitutes:

- ☒ An extension of an existing lease
- ☐ An addition to current facilities (requires a remark)
- ☐ A relocation (requires a remark)
- ☐ A new location (requires a remark)
- ☐ Remodeling only
- ☐ Other

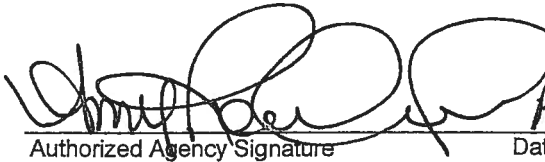
a. Estimated Moving Expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

**STATEWIDE LEASE INFORMATION**

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE -  
PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

10 Yes X No \_\_\_\_\_ Dec Unit \_\_\_\_\_

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET  
\_\_\_\_\_

 ASD4 6/29/16  
Authorized Agency Signature Date

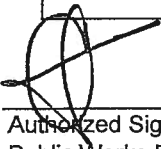
For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	Exempt	Exp:		1
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				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	T80044560			

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

 7.5.16  
Authorized Signature Date  
Public Works Division

s/  
For Board of Examiners ☒ YES ☐ NO

For Budget Division Use Only	
Reviewed by: <i>YH</i>	<i>7/6/16</i>
Reviewed by:	
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency:	Department of Health and Human Services Division of Public and Behavioral Health Rural Clinics 4150 Technology Way, #300 Carson City, Nevada 89706 Debbie Ohi ph: 775-684-5915 fax 775-684-4211 email: dlohl@health.nv.gov				
Remarks:	Rural Community Health Services is relocating from the location in Caliente to better serve their clients. This is a co-location lease with Lincoln County Community Health Nurse.				
Exceptions/Special notes:	County responsible for all janitorial services.				
2. Name of Landlord (Lessor):	Lincoln County Commission				
3. Address of Landlord:	PO Box 90 Pioche, Nevada 89043				
4. Property contact:	Denice Brown phone: 775.962.8063 fax: 775.962.5451 email: dbrown@lincolnnv.com				
5. Address of Lease property:	1005 Main Street, Suites 110 & 111 Panaca, Nevada 89402				
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 400				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
	\$400.00	12	\$4,800.00	September 1, 2016 - August 31, 2017	\$1.00
	\$400.00	12	\$4,800.00	September 1, 2017 - August 31, 2018	\$1.00
	\$400.00	12	\$4,800.00	September 1, 2018 - August 31, 2019	\$1.00
c. Total Lease Consideration:		36	\$14,400.00		
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:	Three (3) years				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input checked="" type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:					
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	3648				
6. Purpose of the lease:	To house Rural and Community Health Services				
7. This lease constitutes:	<input type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input checked="" type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other				
a. Estimated Moving Expenses:	\$1,275.00	Furnishings:	\$0.00	Data/Phones:	\$2,800.00

RECEIVED

JUN 29 2016

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

**STATEWIDE LEASE INFORMATION**

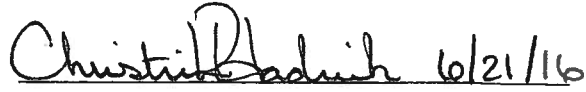
IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE -  
PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes ☒ No ☐ Dec Unit DEU 227

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET  
\_\_\_\_\_

  
Authorized Agency Signature

6/20/2016  
Date

  
Authorized Agency Signature Date  
for Cody L. Phinney, MPH

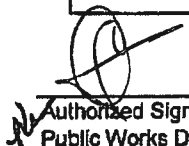
For Public Works Information:

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	<u>Exempt</u>	Exp:	
b. The Contractor is registered with the Nevada Secretary of State's Office as a	LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> 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			
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO
g. State of Nevada Vendor number	<u>T40267400</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

  
Authorized Signature  
Public Works Division

6-27-16  
Date

For Board of Examiners ☒ YES ☐ NO



For Budget Division Use Only	
Reviewed by: <u>MP</u>	<u>7/18/16</u>
Reviewed by:	
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency:

Department of Health and Human Services  
 Division of Public and Behavioral Health, Southern Nevada Adult Mental Health Services, Mesquite Clinic  
 6161 W. Charleston Blvd.  
 Las Vegas, Nevada 89146  
 Contact Paul Ripple  
 Phone: (702) 486-6099 fax: (702) 486-6248 email pripple@health.nv.gov

Remarks:

This full service lease renewal reflects a 1.94% increase over the term.

Exceptions/Special notes:

RECEIVED

2. Name of Landlord (Lessor):

Morris-Morris, LLC

3. Address of Landlord:

855 Valley View Drive  
 Mesquite, Nevada 89027

4. Property contact:

Larry Morris  
 Phone: (435) 229-8426 fax (435) 628-0633 email: larrymorris\_855@hotmail.com

5. Address of Lease property:

61 North Willow #4  
 Mesquite, Nevada 89027

a. Square Footage:

☐ Rentable  
☒ Usable 3,500

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
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Increase %

0%	\$5,145.00	12	\$61,740.00	October 1, 2016 - September 30, 2017	\$1.47
0%	\$5,145.00	12	\$61,740.00	October 1, 2017 - September 30, 2018	\$1.47
2%	\$5,250.00	12	\$63,000.00	October 1, 2018 - September 30, 2019	\$1.50
0%	\$5,250.00	12	\$63,000.00	October 1, 2019 - September 30, 2020	\$1.50
2%	\$5,355.00	12	\$64,260.00	October 1, 2020 - September 30, 2021	\$1.53

c. Total Lease Consideration:

60 \$313,740.00

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/CAM/Taxes

☒ Landlord ☐ Tenant

h. Utilities:

☒ Landlord ☐ Tenant

i. Janitorial:

☒ Landlord ☐ Tenant ☒ 3 day ☐ 5 day ☐ Rural 3 day ☐ Rural 5 day ☐ Other (see special notes)

j. Repairs:

Major: ☒ Landlord ☐ Tenant Minor: ☒ Landlord ☐ Tenant

k. Comparable Market Rate:

l. Specific termination clause in lease:

Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number:

3161

6. Purpose of the lease:

To house the Division of Public and Behavioral Health, Mesquite Clinic

7. This lease constitutes:

- ☒ An extension of an existing lease
- ☐ An addition to current facilities (requires a remark)
- ☐ A relocation (requires a remark)
- ☐ A new location (requires a remark)
- ☐ Remodeling only
- ☐ Other

a. Estimated Moving Expenses: \$0.00

Furnishings: \$0.00

Data/Phones: \$0.00

**STATEWIDE LEASE INFORMATION**

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE -  
PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes ☒ No ☐ Dec Unit \_\_\_\_\_

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET  
\_\_\_\_\_

Christin Boduch 7/7/16  
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV19981033487	Exp:	6/30/2016	12
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	T81042555			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

[Signature] 7-17-16  
Authorized Signature Date  
Public Works Division  
sl  
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 CONTRACT**1. Contract Number: **17971**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **All Appropriations**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BANCROFT ASSOCIATES, PLLC**Contractor Name: **BANCROFT ASSOCIATES, PLLC**Address: **DBA BANCROFT PLLC  
500 NEW JERSEY AVE NW FL 7**City/State/Zip: **Washington , DC 20001-2066**Contact/Phone: **Chris Bartolomucci 202/234-0090**Vendor No.: **T29036621**NV Business ID: **NV20151551527**To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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 %	<b>X</b> Other funding	<b>100.00 % STATUTORY CONTINGENCY FUND</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/17/2016**Anticipated BOE meeting date **08/2016**Retroactive? **Yes**

If "Yes", please explain

**Due to the nature of this litigation, the services of this vendor were required immediately and prior to all contract documents being completed and fully approved. The services of this contract are being requested pursuant to NRS 41.03435 and per section 1, are payable from the Statutory Contingency Account.**

3. Termination Date: **06/30/2017**Contract term: **1 year and 13 days**4. Type of contract: **Contract**Contract description: **OUTSIDE COUNSEL**

5. Purpose of contract:

**This is a new contract to provide ongoing outside counsel legal services to defend the State against one or more Education Savings Account lawsuits at the state appellate level.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$125,000.00**

Other basis for payment: Payable upon invoice, not to exceed \$125,000.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Attorney General has decided that it would be impracticable and uneconomical for attorneys in the office of the Attorney General litigating these cases alone to fully protect the State's interests. Therefore outside counsel is needed in this litigation.

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

The State of Nevada employees are not able to do this work because of the specialized subject matter expertise required.

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?

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:

STARTING IN OCT 2015 THE ATTORNEY GENREAL'S OFFICE HAS USED THIS CONTRACTOR AND IS VERY SATISFIED WITH THE LEVEL OF SERVICES RECEIVED.

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	mradu	06/29/2016 10:37:39 AM
Division Approval	clesli1	06/29/2016 11:01:57 AM
Department Approval	chowle	06/29/2016 13:32:16 PM
Contract Manager Approval	lgallow1	06/29/2016 14:06:20 PM
Budget Analyst Approval	myoun3	07/08/2016 09:25:48 AM
BOE Agenda Approval	lfree1	07/14/2016 15:15:49 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
OFFICE OF THE ATTORNEY GENERAL

5420 Kietzke Lane, Suite 202  
Reno, Nevada 89511

ADAM PAUL LAXALT  
*Attorney General*

WESLEY K. DUNCAN  
*First Assistant  
Attorney General*

NICHOLAS A. TRUTANICH  
*First Assistant  
Attorney General*

*Date:* June 28, 2016

*To:* Martie Radu, Chief Financial Officer, Administration Division  
Clark Leslie, Assistant Solicitor General  
Wayne Howle, Chief Deputy Attorney General  
Melanie Young, Budget Analyst IV

*From:* Lesa Galloway, Management Analyst II

*Subject:* Retroactive Contract #17971, Bancroft, PLLC

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Justification for a retroactive start date to June 17<sup>th</sup>, 2016

Due to the nature of this litigation, the services of this vendor were required immediately and prior to all contract documents being completed and fully approved.

The services of this contract are being requested pursuant to NRS 41.03435 and per section 1, are payable from the Statutory Contingency Account.

**NRS 41.03435 Employment of special counsel by Attorney General.** The Attorney General may employ special counsel whose compensation must be fixed by the Attorney General, subject to the approval of the State Board of Examiners, if the Attorney General determines at any time prior to trial that it is impracticable, uneconomical or could constitute a conflict of interest for the legal service to be rendered by the Attorney General or a deputy attorney general. Compensation for special counsel must be paid out of:

1. The Reserve for Statutory Contingency Account; or
2. Available federal grants or a permanent fund in the State Treasury other than the State General Fund.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17612**Amendment  
Number: **1**Agency Name: **ADMIN - STATE PUBLIC WORKS  
DIVISION**Legal Entity  
Name: **ENTERPRISE JANITORIAL, INC.**Agency Code: **082**Contractor Name: **ENTERPRISE JANITORIAL, INC.**Appropriation Unit: **1349-12**Address: **PO BOX 19913**Is budget authority  
available?: **Yes**City/State/Zip **RENO, NV 89511**

If "No" please explain: Not Applicable

Contact/Phone: **Ana Arroyo 775-691-2939**Vendor No.: **T32003728A**NV Business ID: **NV20141642364**To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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 %	<b>X</b>	Fees	<b>100.00 % Buildings and Grounds Building Rental Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of  
Examiner's approval? **No** or b. other effective date **02/06/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **09/01/2016**

Termination Date:

Contract term: **304 days**4. Type of contract: **Contract**Contract description: **Janitorial services**

5. Purpose of contract:

**This is the first amendment to the original contract which continues ongoing janitorial services for Nevada State Library and Archive facility at 100 Stewart Street in Carson City. This amendment extends the termination date from September 1, 2016 to December 1, 2016 and increases the maximum amount from \$49,544.23 to \$67,527 due to the continued need for these services.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$49,544.23	\$49,544.23	\$49,544.23	Yes - Info
2. Amount of current amendment (#1):	\$17,983.44	\$17,983.44	\$67,527.67	Yes - Action
3. New maximum contract amount:	\$67,527.67			
and/or the termination date of the original contract has changed to:	12/06/2016			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Provide a safe, clean and healthy working environment in state buildings.

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

Buildings and Grounds department lacks the personnel and equipment to clean all state buildings.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Enterprise janitorial came in with the lowest bid.

d. Last bid date: 02/01/2016 Anticipated re-bid date: 06/01/2016

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:

2010 to present, with Buildings and Grounds, 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:

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	06/29/2016 12:49:20 PM
Division Approval	csweeney	06/29/2016 12:49:25 PM
Department Approval	csweeney	06/29/2016 12:49:29 PM
Contract Manager Approval	ssands	06/29/2016 13:32:14 PM
Budget Analyst Approval	jrodrig9	07/12/2016 17:59:57 PM
BOE Agenda Approval	pnicks	07/14/2016 14:44:55 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **15942**Amendment Number: **1**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Legal Entity Name: **KANE, BRUCE DBA**Agency Code: **082**Contractor Name: **KANE, BRUCE DBA**Appropriation Unit: **1349-12**Address: **BRUCES CARPET CLEANING  
769 MARSH RD**Is budget authority available?: **Yes**City/State/Zip: **CARSON CITY, NV 89701-8634**

If "No" please explain: Not Applicable

Contact/Phone: **775-882-1115**Vendor No.: **T80923724**NV Business ID: **NV20101688781**To what State Fiscal Year(s) will the contract be charged? **2015-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % BUILDINGS AND GROUNDS BUILDING RENT FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **ASD #1669828**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2014**Anticipated BOE meeting date **08/2017**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **10/31/2018**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Carpet Cleaning Svc**

5. Purpose of contract:

**This is the first amendment to the original contract which continues ongoing carpet cleaning services to the various state buildings in Carson City and Reno. This amendment increases the maximum amount from \$45,000 to \$70,000 due to the continued need of these services.****6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$45,000.00	\$45,000.00	\$45,000.00	Yes - Info
2. Amount of current amendment (#1):	\$25,000.00	\$25,000.00	\$70,000.00	Yes - Action
3. New maximum contract amount:	\$70,000.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Carpet in state buildings need to be kept clean and sanitary.**

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?

This is one of multiple carpet cleaning contractors on file with Buildings and Grounds. Per SAM 0338.0 each contractor will be contacted to submit bids for available jobs.

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	csweeney	06/29/2016 12:47:40 PM
Division Approval	csweeney	06/29/2016 12:47:47 PM
Department Approval	csweeney	06/29/2016 12:47:54 PM
Contract Manager Approval	csweeney	06/29/2016 12:48:06 PM
Budget Analyst Approval	jrodrig9	07/12/2016 17:52:46 PM
BOE Agenda Approval	pnicks	07/14/2016 14:48:04 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: **15525**Amendment Number: **2**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Legal Entity Name: **AUSENCO PSI LLC**Agency Code: **082**Address: **1150 Financial Blvd. Suite 100**Appropriation Unit: **1550-27**Is budget authority available?: **Yes**City/State/Zip: **Reno, NV 89502**

If "No" please explain: Not Applicable

Contact/Phone: **775-828-9595**

Vendor No.:

NV Business ID: **NV19921050131**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 %	<b>X</b> Bonds	<b>2.00 %</b>
Highway Funds	0.00 %	<b>X</b> Other funding	<b>98.00 % Transfer from Treasurer - Reallocated Bond Authority</b>

Agency Reference #: **95758**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/13/2014**Anticipated BOE meeting date **08/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2017**Contract term: **3 years and 49 days**4. Type of contract: **Contract**Contract description: **Arch/Eng Serv**

5. Purpose of contract:

**This is the second amendment to the original contract which provides professional architectural/engineering services for Phase 1 of the Door Control Panels Upgrade project at the Lovelock Correctional Center: CIP Project No. 13-M06; SPWD Contract No. 95758. This amendment increases the maximum amount from \$320,058 to \$353,574 for additional required programming and commissioning functions.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$302,858.00	\$302,858.00	\$302,858.00	No
a. Amendment 1:	\$17,200.00	\$17,200.00	\$17,200.00	Yes - Info
2. Amount of current amendment (#2):	\$33,574.00	\$50,774.00	\$50,774.00	Yes - Action
3. New maximum contract amount:	\$353,632.00			

**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:

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	07/15/2016 09:50:18 AM
Division Approval	dgrimm	07/15/2016 09:50:21 AM
Department Approval	dgrimm	07/15/2016 09:52:20 AM
Contract Manager Approval	dgrimm	07/15/2016 10:02:22 AM
Budget Analyst Approval	jrodrig9	07/18/2016 10:44:13 AM
BOE Agenda Approval	sbrown	07/18/2016 11:46:50 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **15900** Amendment Number: **2**

Agency Name: **DTCA - COMMISSION ON TOURISM** Legal Entity Name: **MADDEN MEDIA**

Agency Code: **101** Contractor Name: **MADDEN MEDIA**

Appropriation Unit: **1522-31** Address: **345 E TOOLE AVENUE**

Is budget authority available?: **Yes** City/State/Zip: **TUCSON, AZ 85701**

If "No" please explain: Not Applicable Contact/Phone: **GRADY COLSON 520-232-2668**

Vendor No.: **T29034956**

NV Business ID: **NV20141404840**

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 %	<b>X</b> Other funding	<b>100.00 % LODGING TAX</b>

Agency Reference #: **RFP # 2072**

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/09/2014**

Anticipated BOE meeting date **08/2016**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **08/31/2016**

Contract term: **3 years and 295 days**

4. Type of contract: **Contract**

Contract description: **COOP MKT PROGRAM**

## 5. Purpose of contract:

**This is the second amendment to the original contract which provides ongoing marketing services for the development and administration of a cooperative marketing program. This amendment extends the termination date from August 31, 2016 to June 30, 2018 and increases the maximum amount from \$1,009,999 to \$2,000,000 to continue the cooperative marketing program.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	Yes - Action
a. Amendment 1:	\$9,999.00	\$9,999.00	\$9,999.00	No
2. Amount of current amendment (#2):	\$990,001.00	\$1,000,000.00	\$1,000,000.00	Yes - Action
3. New maximum contract amount:	\$2,000,000.00			
and/or the termination date of the original contract has changed to:	06/30/2018			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

NRS 231.161 through NRS 231.250 requires that the Nevada Commission on Tourism (NCOT) promote tourism in Nevada. As part of NCOT's overall strategic plan, this cooperative marketing effort helps broaden the State's efforts to deeply integrate the "Nevada A World Within A State Apart." brand identity and create a wider awareness of the State. Equally as important, this effort will provide an invaluable means for the State's rural communities to better, more cost effectively market their destinations, sites and attraction in ways that would otherwise be financially unattainable.

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

Simply put, there is not enough in-house man power nor expertise to coordinate and successfully execute a marketing program of this scope. Madden Media has launched and managed this kind of cooperative marketing plan for more than 50 destination marketing organizations throughout the United States. They are well versed in organizing smaller communities, private properties and non-profit organizations and then developing leading-edge marketing programs that accomplish both Nevada's and the particular entity's strategic marketing goals.

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 #2072, and in accordance with NRS 333, the selected vendor had the highest scoring proposal as determined by an independently appointed evaluation committee.

- d. Last bid date: 03/19/2014 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:

The Nevada Division of Tourism has contracted with this vendor since September 2014. The quality of work has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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	amathies	07/01/2016 10:14:11 AM
Division Approval	amathies	07/01/2016 10:14:14 AM

Department Approval	amathies	07/01/2016 10:14:17 AM
Contract Manager Approval	amathies	07/01/2016 10:15:27 AM
Budget Analyst Approval	myoun3	07/11/2016 08:54:12 AM
BOE Agenda Approval	lfree1	07/12/2016 16:26:22 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: **17895**

Agency Name: <b>ADMIN - ENTERPRISE IT SERVICES</b>	Legal Entity Name: Federal Aviation Administration Real Estate and Utilities Group
Agency Code: <b>180</b>	Contractor Name: <b>Federal Aviation Administration Real Estate and Utilities Group</b>
Appropriation Unit: <b>1388-00</b>	Address: <b>1601 Lind Avenue Southwest</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Renton, WA 98057</b>
If "No" please explain: Not Applicable	Contact/Phone: Robert Sternik 425 227-2932
	Vendor No.:
	NV Business ID: Not Applicable
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2026</b>

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Revenue</b>

Agency Reference #: 5661

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2026**Contract term: **9 years and 212 days**4. Type of contract: **Revenue Contract**Contract description: **Rack Space Rental**

5. Purpose of contract:

**This is a new revenue contract that continues to provide rack space at Winnemucca Mountain.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$145,000.00**

Other basis for payment: Not to exceed amount of the 10 year period of \$145,000.00

**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 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: **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 are currently under revenue contract with EITS at 2 other sites in Nevada 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	06/09/2016 07:21:14 AM
Division Approval	capple	06/09/2016 09:36:35 AM
Department Approval	capple	06/09/2016 09:36:39 AM
Contract Manager Approval	bbohms	06/20/2016 06:17:56 AM
Budget Analyst Approval	hfield	06/22/2016 07:56:37 AM
BOE Agenda Approval	lfree1	06/27/2016 15:55:21 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: **17190**Amendment  
Number: **1**Agency Name: **ADMIN - ENTERPRISE IT SERVICES**Legal Entity  
Name: **NOR-CAL BATTERY CO**Agency Code: **180**Contractor Name: **NOR-CAL BATTERY CO**Appropriation Unit: **1388-08**Address: **3432 D CHEROKEE ROAD**Is budget authority  
available?: **Yes**City/State/Zip: **STOCKTON, CA 95205-2439**

If "No" please explain: Not Applicable

Contact/Phone: **Randall McRoberts 209/948-1411**Vendor No.: **T29025040**NV Business ID: **NV20151633606**To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % User Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **RFP #3204**

2. Contract start date:

a. Effective upon Board of  
Examiner's approval? **No** or b. other effective date **12/08/2015**Anticipated BOE meeting date **08/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved  
Termination Date: **06/30/2020**Contract term: **4 years and 205 days**4. Type of contract: **Contract**Contract description: **Battery Replacement**

5. Purpose of contract:

**This is the first amendment to the original contract which provides replacement of existing battery systems, rack and ancillary equipment. This amendment adds ten additional battery replacement sites to the scope of work and increases the maximum amount from \$857,599 to \$995,029 due to the continued need for these services.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$857,599.00	\$857,599.00	\$857,599.00	Yes - Action
2. Amount of current amendment (#1):	\$137,430.00	\$995,029.00	\$137,430.00	Yes - Action
3. New maximum contract amount:	\$995,029.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Battery plants that power public safety communication equipment are at end-of-life and require replacement.

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

State agencies and employees do not have the staffing or expertise to perform these services

9. Were quotes or proposals solicited? Yes  
Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3204 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: 08/24/2015 Anticipated re-bid date: 02/01/2020

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	06/22/2016 13:32:37 PM
Division Approval	csweeney	06/22/2016 13:32:40 PM
Department Approval	csweeney	06/22/2016 13:32:44 PM
Contract Manager Approval	amarangi	06/22/2016 13:44:09 PM
Budget Analyst Approval	hfield	06/27/2016 08:04:02 AM
BOE Agenda Approval	lfree1	06/27/2016 16:41:20 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17956**

Agency Name:	<b>DEPARTMENT OF VETERANS SERVICES</b>	Legal Entity Name:	Farr West Engineering
Agency Code:	<b>240</b>	Contractor Name:	<b>Farr West Engineering</b>
Appropriation Unit:	<b>2561-07</b>	Address:	<b>5510 Longley Lane</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Reno, NV 89511</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Brent Farr 775-851-4788
		Vendor No.:	T81102795
		NV Business ID:	NV20011242988

To what State Fiscal Year(s) will the contract be charged? **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 %
<b>X</b> Federal Funds	<b>65.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>35.00 % Private/County</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **Yes**

If "Yes", please explain

**NDVS learned of the need for this contract after agency deadline for submission for July BOE had passed. These services are a critical step toward development of a permanent solution to maintain water quality at NSVH. This group has the expertise that the State does not and will provide us with the information as outlined in the Scope of Work. The contractor's timeline is based on start date of 8/1 and NDVS desires to avoid any delay as the residents' health and well being are our top priority**

3. Termination Date: **03/31/2017**Contract term: **242 days**4. Type of contract: **Contract**Contract description: **Water Quality**

5. Purpose of contract:

**This is a new contract to provide research, alternative solutions analysis, design and bid documents and permits in the continuing process toward the development of a permanent water clarification system for the Nevada Veterans Home in Boulder City.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$57,700.00**

Other basis for payment: \$8,000.00 (Task1); \$10,900.00 (Task 2); \$25,300.00 (Task 3); and \$13,500.00 (Task 4) to be billed monthly based on percentage of Task completion with the total Contract not to exceed \$57,700.00: Payable upon satisfactory completion of service and submission of invoice.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Ongoing process toward permanent solution to maintain water clarity at the Nevada State Veterans Home in Boulder City, NV.

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

NDVS is working in conjunction with SPWD for a permanent solution to maintain water clarity at the NSVH. SPWD recommended vendor as the best choice to perform the analysis needed to move forward.

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):

Farr West Engineering  
Corona Environmental Consulting

b. Solicitation Waiver: **Not Applicable**

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

Their expertise and location within the State of Nevada. Recommended by SPWD.

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

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	agarland	06/30/2016 15:52:53 PM
Division Approval	agarland	06/30/2016 15:52:56 PM
Department Approval	agarland	06/30/2016 15:53:00 PM
Contract Manager Approval	jtheil1	07/01/2016 09:23:33 AM
Budget Analyst Approval	nhovden	07/18/2016 09:36:34 AM
BOE Agenda Approval	nhovden	07/18/2016 09:36:38 AM
BOE Final Approval	Pending	

Nevada State Veterans Home  
100 Veterans Memorial Drive  
Boulder City, Nevada 89005  
(702) 332-6784 • Fax (702) 332-6762

BRIAN SANDOVAL  
Governor



Department of Veterans Services  
6900 N. Pecos Road, Room 1C237  
North Las Vegas, Nevada 89086  
(702) 224-6025 • Fax (702) 224-6927

Northern Nevada  
Veterans Memorial Cemetery  
P.O. Box 1919  
Fernley, Nevada 89408  
(775) 575-4441 • Fax (775) 575-5713

STATE OF NEVADA  
**NEVADA DEPARTMENT OF VETERANS SERVICES**  
6880 S. McCarran Blvd, Bldg A Suite 12  
Reno, Nevada 89509  
(775) 688-1653 • Fax (775) 688-1656

Southern Nevada  
Veterans Memorial Cemetery  
1900 Veterans Memorial Drive  
Boulder City, Nevada 89005  
(702) 486-5920 • Fax (702) 486-5923

## MEMORANDUM

**TO:** Debi Reynolds, Budget Division

**FROM:** Joseph Theile, Management Analyst II

**DATE:** June 22, 2016

**SUBJECT:** Request for Retroactive Approval – Farr West Engineering

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NDVS learned of the need for this contract after the agency deadline for submission to the July 2016 BOE had passed. These services are a critical step toward the development of a permanent solution to the water quality at the Nevada State Veterans Home. This group has the expertise that the State does not and will provide us with the information as outlined in the Scope of Work. The contractor's timeline is based on an August 1, 2016 start date and NDVS desires to avoid any delay in this process as the health and well being of our veteran residents is our top priority.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17847**Agency Name: **DEPARTMENT OF VETERANS SERVICES**Agency Code: **240**Appropriation Unit: **2561-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **HEALTHCARE SERVICES GROUP, INC.**Contractor Name: **HEALTHCARE SERVICES GROUP, INC.**Address: **3220 TILLMAN DR STE 300**City/State/Zip: **BENSALEM, PA 19020-2028**Contact/Phone: **Dan Hills 267/525-8564**Vendor No.: **T29031941**NV Business ID: **NV20021482015**To what State Fiscal Year(s) will the contract be charged? **2017-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

**X** Federal Funds **65.00 %** Bonds 0.00 %Highway Funds 0.00 % **X** Other funding **35.00 % Private/County**Agency Reference #: **RFP # 2104-AM**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/14/2016**Anticipated BOE meeting date **08/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **11/30/2020**Contract term: **4 years and 17 days**4. Type of contract: **Contract**Contract description: **Housekeeping/Laundry**

5. Purpose of contract:

**This is a new contract to provide ongoing housekeeping and laundry services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,430,678.80**

Other basis for payment: Monthly

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The agency does not have the staffing or expertise to perform these duties.**

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

**The agency does not have the staffing capacity or technical expertise or resources to fulfill this work.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Morrison Community Living  
Wow Cleaning Corp.  
A-OK Building Maintenance Inc.  
Healthcare Services Group**

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #2104, 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: 01/27/2016 Anticipated re-bid date: 06/06/2020

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	agarland	05/17/2016 08:58:07 AM
Division Approval	agarland	05/17/2016 08:58:11 AM
Department Approval	agarland	05/17/2016 08:58:14 AM
Contract Manager Approval	agarland	05/17/2016 08:58:18 AM
Budget Analyst Approval	dreynol2	06/20/2016 10:55:32 AM
BOE Agenda Approval	nhovden	06/27/2016 10:38:36 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16458** Amendment Number: **2**

Agency Name: **DHHS - HEALTH AND HUMAN SERVICES DIRECTOR'S OFFICE** Legal Entity Name: **Consumer Credit Counseling Service of Southern Nevada**

Agency Code: **400** Contractor Name: **Consumer Credit Counseling Service of Southern Nevada**

Appropriation Unit: **3195-18** Address: **2650 JONES BOULEVARD**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89146-5628**

If "No" please explain: Not Applicable Contact/Phone: **MICHELE JOHNSON 702-364-0341**

Vendor No.: **T29001911B**

NV Business ID: **NV19721000540**

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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 %
<b>X</b> Federal Funds	<b>10.50 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>89.50 % FUNDS FOR HEALTHY NEVADA (TOBACCO)</b>

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date 08/2016

Retroactive? **Yes**

If "Yes", please explain

3. Previously Approved Termination Date: **06/30/2017**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Information Referral**

## 5. Purpose of contract:

**This is the second amendment to the original contract which provides the management and operation of 2-1-1 information and referral centers. This amendment increases the maximum amount from \$1,564,702 to \$1,658,762 due to the continued need for these services.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	Yes - Action
a. Amendment 1:	\$164,702.00	\$164,702.00	\$164,702.00	Yes - Action
2. Amount of current amendment (#2):	\$94,060.00	\$258,762.00	\$258,762.00	Yes - Action
3. New maximum contract amount:	\$1,658,762.00			

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

**NRS 232.359 requires a system to provide nonemergency information and referrals concerning health, welfare, human and social services.**

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



The agency does not have the staffing or facilities to run a 24/7, 365 days a year information and referral call center.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

The vendor scored the highest by the evaluation committee.

d. Last bid date: 12/16/2014 Anticipated re-bid date: 12/16/2016

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:

The contractor currently has a subgrant with the Department of Health and Human Services Director's Office 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:

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	ecreceli	07/07/2016 09:05:53 AM
Division Approval	ecreceli	07/07/2016 09:06:03 AM
Department Approval	ecreceli	07/07/2016 09:06:10 AM
Contract Manager Approval	jkolenut	07/08/2016 10:31:20 AM
Budget Analyst Approval	nhovden	07/08/2016 13:53:15 PM
BOE Agenda Approval	nhovden	07/08/2016 13:53:20 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17949**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Clark County
Agency Code:	<b>403</b>	Contractor Name:	<b>Clark County</b>
Appropriation Unit:	<b>3157-00</b>	Address:	<b>500 S. Grand Central Parkway</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Las Vegas, NV 89155</b>
If "No" please explain:	Not Applicable	Contact/Phone:	702-455-3530
		Vendor No.:	
		NV Business ID:	Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2020</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to negotiations between the Counties and the State.**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **UPL Supplemental**

5. Purpose of contract:

**This is a new revenue interlocal agreement to receive funds to support and fund the state's share of the supplemental inpatient and outpatient Upper Payment Limit program for non-state, governmental owned or operated hospitals. The supplemental program pays the difference between Medicaid payments and the Medicare amount.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$111,841,321.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Medicaid State Plan allows for payment of supplemental payments to non-state governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.**

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

**State employees are doing this work.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

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

NRS 277.180 authorizes one or more public agency to contract with another public agency to perform governmental functions.

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	aree2	06/20/2016 14:44:50 PM
Division Approval	trooker	06/29/2016 09:47:54 AM
Department Approval	ecreceli	07/04/2016 14:17:43 PM
Contract Manager Approval	aree2	07/05/2016 14:34:40 PM
Budget Analyst Approval	dreynol2	07/07/2016 14:35:58 PM
BOE Agenda Approval	nhovden	07/08/2016 10:34:10 AM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
*Governor*



RICHARD WHITLEY, MS  
*Director*

MARTA JENSEN  
*Acting Administrator*

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF HEALTH CARE FINANCING AND POLICY  
1100 East William Street, Suite 101  
Carson City, Nevada 89701  
Telephone (775) 684-3676 • Fax (775) 687-3893  
<http://dhcfp.nv.gov>

## MEMORANDUM

**Date:** June 20, 2016  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** Clark County-UPL

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2016. The contract requires a retroactive start date to allow the State to collect revenue from Clark County for upper payment limit payments. This contract was delayed due to negotiations between the Counties and the State.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17950**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Clark County
Agency Code:	<b>403</b>	Contractor Name:	<b>Clark County</b>
Appropriation Unit:	<b>3157-00</b>	Address:	<b>500 S. Grand Central Parkway</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Las Vegas, NV 89155</b>
If "No" please explain:	Not Applicable	Contact/Phone:	702-455-3530
		Vendor No.:	
		NV Business ID:	Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2020</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to negotiations between the Counties and the State.**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **GME Graduate Med Ed**

5. Purpose of contract:

**This is a new revenue interlocal agreement to receive funds to support and fund the non-federal share of the supplemental Graduate Medical Education program for non-state government owned or operated teaching hospitals.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,664,382.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Medicaid State Plan allows for payment of supplemental payments to non-state governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.**

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

**State employees are doing this work.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Exempt (Per statute)**

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

NRS 277.180 authorizes one or more public agencies to contract with another public agency to perform governmental functions.

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:

Several contracts 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	aree2	06/20/2016 14:57:20 PM
Division Approval	trooker	06/29/2016 09:46:49 AM
Department Approval	ecreceli	07/04/2016 14:19:15 PM
Contract Manager Approval	aree2	07/05/2016 14:33:52 PM
Budget Analyst Approval	dreynol2	07/07/2016 14:41:11 PM
BOE Agenda Approval	nhovden	07/08/2016 10:38:52 AM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
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<http://dhcfp.nv.gov>

## MEMORANDUM

**Date:** June 20, 2016  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** Clark County-GME

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2016. The contract requires a retroactive start date to allow the State to collect revenue from Clark County for graduate medical education payments. This contract was delayed due to negotiations between the Counties and the State.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17951**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Clark County
Agency Code:	<b>403</b>	Contractor Name:	<b>Clark County</b>
Appropriation Unit:	<b>3157-00</b>	Address:	<b>500 S. Grand Central Parkway</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Las Vegas, NV 89155</b>
If "No" please explain:	Not Applicable	Contact/Phone:	702-455-3530
		Vendor No.:	
		NV Business ID:	Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	<b>2017</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Inter-Governmental Transfer</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to negotiations between the Counties and the State.**3. Termination Date: **06/30/2017**Contract term: **364 days**4. Type of contract: **Revenue Contract**Contract description: **DSH**

5. Purpose of contract:

**This is a new revenue interlocal agreement to receive funds to support and fund the state's share of the supplemental Disproportionate Share Hospital program for hospitals that serve a disproportionate share of uninsured, indigent and Medicaid patients pursuant to NRS 422.382.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$53,778,554.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Medicaid State Plan allows for payment of supplemental payments to hospitals that serve a disproportionate share of uninsured, indigent and Medicaid patients. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding.**

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

**State employees are performing this work.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Exempt (Per statute)**



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

NRS 277.180 authorizes one or more public agencies to contract with another public agency to perform governmental functions.

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	aree2	06/20/2016 15:11:56 PM
Division Approval	trooker	06/29/2016 09:46:25 AM
Department Approval	ecreceli	07/04/2016 14:21:41 PM
Contract Manager Approval	aree2	07/05/2016 14:33:28 PM
Budget Analyst Approval	dreynol2	07/07/2016 14:47:43 PM
BOE Agenda Approval	nhovden	07/08/2016 10:40:38 AM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
*Governor*



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*Director*

MARTA JENSEN  
*Acting Administrator*

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<http://dhcfp.nv.gov>

## MEMORANDUM

**Date:** June 20, 2016  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** Clark County-DSH

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2016. The contract requires a retroactive start date to allow the State to collect revenue from Clark County for Disproportionate Share Hospital payments. This contract was delayed due to negotiations between the Counties and the State.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17443**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Bureau of Health Care Quality and Compliance
Agency Code:	<b>403</b>	Contractor Name:	<b>Bureau of Health Care Quality and Compliance</b>
Appropriation Unit:	<b>3158-13</b>	Address:	<b>727 Fairview Drive #E</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Carson City, NV 89706</b>
If "No" please explain:	Not Applicable	Contact/Phone:	775-684-1054
		Vendor No.:	
		NV Business ID:	Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2018</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Civil Monetary Penalties</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive start date due to negotiations between state agencies.**3. Termination Date: **06/30/2018**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **CMP Funds**

5. Purpose of contract:

**This is a new interlocal agreement to assist nursing facilities in providing individualized, person-centered care and improving fall-related care processes and outcomes. The goal of this initiative is to actively engage 10 to 12 skilled nursing facilities in a falls management program with the aim to reduce resident falls and fall-related injuries by 25 percent.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$821,323.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The goal of this initiative is to actively engage 10 to 12 skilled nursing facilities in a falls management program with the aim to reduce resident falls and fall-related injuries by 25 percent.**

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

**State employees do not have the expertise required to design and conduct education and training seminars for facility staff.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Exempt (Per statute)**

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

NRS 277.180 authorizes one or more public agencies to contract with another public agency to perform governmental functions

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	aree2	01/29/2016 10:06:53 AM
Division Approval	trooker	06/29/2016 09:48:35 AM
Department Approval	ecreceli	07/04/2016 14:16:57 PM
Contract Manager Approval	aree2	07/05/2016 14:35:03 PM
Budget Analyst Approval	dreynol2	07/08/2016 10:39:27 AM
BOE Agenda Approval	nhovden	07/15/2016 16:07:53 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL  
*Governor*



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MARTA JENSEN  
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<http://dhcfp.nv.gov>

## MEMORANDUM

**Date:** June 28, 2016  
**TO:** Debi Reynolds, Budget Analyst IV  
**FROM:** Ambra Reed, Certified Contract Manager DHCFP  
**RE:** Bureau of Health Care Quality and Compliance

---

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2016. The contract requires a retroactive start date to allow HCQC to receive CMP funds. This contract was delayed due to negotiations between state agencies.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **14498**Amendment  
Number: **1**Agency Name: **HEALTH DIVISION**Legal Entity  
Name: **OptumRx PBM of Maryland, Inc.**Agency Code: **406**Contractor Name: **OptumRx PBM of Maryland, Inc.**Appropriation Unit: **3215-24**Address: **1600 McConnor Parkway**Is budget authority  
available?: **Yes**City/State/Zip **Schaumburg, IL 60173**

If "No" please explain: Not Applicable

Contact/Phone: **602-295-5441**Vendor No.: **T81103742**NV Business ID: **NV19961141292**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 %

**X** Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **HD 14036**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **07/09/2013**  
Examiner's approval?Anticipated BOE meeting date **08/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **06/30/2017**  
Termination Date:Contract term: **3 years and 357 days**4. Type of contract: **Contract**Contract description: **Pharmacy Benefit Mgr**

5. Purpose of contract:

**This is the first amendment to the original contract which provides Pharmacy Benefit Manager services that administer claims and allow reimbursement of dispensing fees for AIDS Drug Assistance Program pharmacies throughout Nevada for services directly related to Ryan White Part B clients. This amendment changes the vendor's legal name, increases the maximum amount from \$30,405,519 to \$42,772,148 due to increased pharmaceutical costs and replaces the existing scope of work reflecting necessary upgrades and revisions.****6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$30,405,519.00	\$30,405,519.00	\$30,405,519.00	Yes - Action
2. Amount of current amendment (#1):	\$12,366,629.00	\$12,366,629.00	\$12,366,629.00	Yes - Action
3. New maximum contract amount:	\$42,772,148.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Ryan White (RW) program is required to maintain and fund the RW Part B AIDS Drug Assistance Program (ADAP) for new and existing clients through our Nevada pharmacy partners, with the goal to improve the health outcomes of HIV positive individuals by providing access to antiretroviral medications, and to maintain and fund the cost containment recommendations by Health Resources and Services Administration (HRSA).

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

The division does not have the resources to perform these functions.

9. Were quotes or proposals solicited? No  
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

Catamaran PBM is the only pharmacy benefits manager that has submitted bids on the last two State Purchasing RFPs. This company is the result of a merger between two major pharmacy benefit management companies in 2012.

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 vendor has provided services since 2002 - 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?

No b. If "No", please explain:

The vendor legally changed their name in February of 2016.

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	chadwic1	06/28/2016 15:25:34 PM
Division Approval	chadwic1	06/28/2016 15:25:36 PM
Department Approval	ecreceli	07/04/2016 14:24:44 PM
Contract Manager Approval	rmorse	07/05/2016 11:51:58 AM
Budget Analyst Approval	bwooldri	07/12/2016 07:52:19 AM





**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17983**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	Nye County
Agency Code:	<b>406</b>	Contractor Name:	<b>Nye County</b>
Appropriation Unit:	<b>3216-04</b>	Address:	<b>P.O. Box 1031</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Tonopah, NV 89049</b>
If "No" please explain:	Not Applicable	Contact/Phone:	775-482-8127
		Vendor No.:	T80044560
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

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 %	<b>X</b>	Fees	<b>90.00 % Health Facility Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b>	Other funding	<b>10.00 % Fines and Penalties</b>

Agency Reference #: C 15386

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2017**Contract term: **1 year and 152 days**4. Type of contract: **Interlocal Agreement**Contract description: **Medical Records**

5. Purpose of contract:

**This is a new interlocal agreement to provide records disposition for the Nye Regional Medical Center. Due to the closure of the Nye Regional Medical Center, medical records must be logged, maintained and ultimately destroyed to protect the health and safety of the patients.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$181,540.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**Bankruptcy Code 11 U.S.C 351 provides statutory authority for a trustee of an insolvent health care business to notify patients of the availability of their records, to provide patients with their records, and to destroy any remaining records.**

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

**State employees do not possess access to the medical records and do not have knowledge of Bankruptcy Code 11 U.S.C. 351.**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?

Pursuant to NRS 277.180 authorizes one or more public agency to contract with another public agency to perform governmental functions.

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 counties provide services to the state on a regular basis - 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	chadwic1	06/30/2016 15:51:23 PM
Division Approval	chadwic1	06/30/2016 15:51:28 PM
Department Approval	ecreceli	07/04/2016 14:22:56 PM
Contract Manager Approval	rmorse	07/05/2016 11:58:12 AM
Budget Analyst Approval	bwooldri	07/12/2016 07:37:44 AM
BOE Agenda Approval	nhovden	07/12/2016 09:53:07 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17916**Agency Name: **DHHS - WELFARE AND SUPPORTIVE SERVICES**Agency Code: **407**Appropriation Unit: **3228-26**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Accuity Asset Verification Services, Inc.**Contractor Name: **Accuity Asset Verification Services, Inc.**Address: **1007 Church Street, Floor 6**City/State/Zip: **Evanston, IL 60201**Contact/Phone: **Paul Soczynski 847-933-5126**

Vendor No.:

NV Business ID: **NV20131061408**To what State Fiscal Year(s) will the contract be charged? **2017-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b>	General Funds	<b>25.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>75.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/09/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **08/31/2018**Contract term: **2 years and 22 days**4. Type of contract: **Contract**Contract description: **Asset Verification**

5. Purpose of contract:

**This is a new contract to provide web-based asset verification services to locate assets held by financial institutions on behalf of the State of Nevada Medicaid applicants.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$993,202.00**

Other basis for payment: as specified in the vendor cost proposal

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Section 1940 to the Social Security Act requires all states to implement an electronic system for verifying the assets of applicants for and recipients of Medicaid.**

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

**State employees do not have the expertise to provide these services.**

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):

Accuity  
Deltek  
LexisNexis  
PCG

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP#2096, 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: 12/30/2015 Anticipated re-bid date: 12/31/2019

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	tdufresn	06/24/2016 16:50:33 PM
Division Approval	tdufresn	07/12/2016 15:15:57 PM
Department Approval	ecreceli	07/13/2016 08:05:43 AM
Contract Manager Approval	sjon23	07/13/2016 09:46:00 AM
DoIT Approval	bbohm	07/13/2016 14:12:02 PM
Budget Analyst Approval	nhovden	07/15/2016 14:01:12 PM
BOE Agenda Approval	nhovden	07/15/2016 14:01:18 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17980**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: Nationwide Power Solutions, Inc.

Contractor Name: **Nationwide Power Solutions, Inc.**Address: **1060 Mary Crest Road**City/State/Zip: **Henderson , NV 89701**

Contact/Phone: Ryan Murphy 702-522-0618

Vendor No.:

NV Business ID: NV20051030870

To what State Fiscal Year(s) will the contract be charged? **2017-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **04/30/2020**Contract term: **3 years and 273 days**4. Type of contract: **Contract**Contract description: **USPFO/FM7 UPS Servic**

5. Purpose of contract:

**This is a new contract to provide Uninterrupted Power Supply annual preventative maintenance and repair services for Office of the Military.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$80,000.00**

Payment for services will be made at the rate of \$0.00 per year

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Office of the Military has various buildings that require uninterrupted power supply services.**

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 credentials or expertise to perform these services.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Nationwide Power  
Helix Electric  
United Power**
b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ctyle1	06/28/2016 16:54:22 PM
Division Approval	ctyle1	06/28/2016 16:54:26 PM
Department Approval	ctyle1	06/28/2016 16:54:28 PM
Contract Manager Approval	twollan1	06/29/2016 08:51:05 AM
Budget Analyst Approval	jrodrig9	07/12/2016 17:47:18 PM
BOE Agenda Approval	pnicks	07/14/2016 14:51:19 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: **14627**Amendment  
Number: **3**Agency Name: **COLORADO RIVER COMMISSION**Legal Entity  
Name: **BURNS & MCDONNELL ENGINEERING  
CO., INC.**Agency Code: **690**Contractor Name: **BURNS & MCDONNELL  
ENGINEERING CO., INC.**Appropriation Unit: **4501-10**Address: **9400 WARD PKWY**Is budget authority  
available?: **Yes**City/State/Zip **KANSAS CITY, MO 64114-3319**

If "No" please explain: Not Applicable

Contact/Phone: John E. Olander 816/333-9400

Vendor No.: T29015276

NV Business ID: NV19781006834

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 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Power Sales Revenue</b>

Agency Reference #: RFP # 3041

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **08/13/2013**  
Examiner's approval?

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **06/30/2017**  
Termination Date:Contract term: **4 years and 322 days**4. Type of contract: **Contract**Contract description: **Burns and McDonnell**

5. Purpose of contract:

**This is the third amendment to the original contract which provides engineering services for current uncompleted projects. This amendment will allow for the completion of the Boulder City Bypass Project (which project cost has increased due to environmental issues) and the Lower Lake Level Pumping Station which has additional work in the planning stage, and then accommodate the construction phase engineering services. This amendment extends the termination date from June 30, 2017 to June 30, 2018, and increases the maximum amount from \$1,050,000 to \$1,800,000.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$450,000.00	\$450,000.00	\$450,000.00	Yes - Action
a. Amendment 1:	\$300,000.00	\$300,000.00	\$300,000.00	Yes - Action
b. Amendment 2:	\$300,000.00	\$300,000.00	\$300,000.00	Yes - Action
2. Amount of current amendment (#3):	\$750,000.00	\$750,000.00	\$750,000.00	Yes - Action
3. New maximum contract amount:	\$1,800,000.00			
and/or the termination date of the original contract has changed to:	06/30/2018			

## II. JUSTIFICATION

7. What conditions require that this work be done?

The agency is responsible for the operation and maintenance of the high voltage power system that provides electrical power to the water purveyors in southern Nevada (SNWA, City of Henderson, Boulder City, etc.) for water treatment and pumping needs. These responsibilities require engineering services of professionally licensed external engineers for technical drawings, review, testing and other services outside the capability of agency personnel. The system must be maintained in excellent condition to ensure adequate and support timely water deliveries to end users in the Las Vegas valley. With the recent design and construction of the Boulder City Bypass freeway, the agency was required to move some of its high voltage transmission lines away from the new freeway alignment. This cost of the engineering services for this project have increased due to environmental concerns and amplified remediation costs associated with the environmental issues. These cost increases will be reimbursed to the agency from other participants in the project. In addition, the L3PS project now includes work to accommodate three 69kV circuits instead of the original two circuits and a redesigned larger substation. The L3PS project is needed to accommodate water pumping at lower lake levels which has now become a critical project due to the continuing drought. The current projections indicate that a significant drop in lake levels may be realized within the next two years, making the lower pumping plant critical to reliably providing water to the Las Vegas area.

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.

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 #3041, and in accordance with NRS Ch. 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 02/15/2013 Anticipated re-bid date: 02/15/2017

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:

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	dbeatty	07/07/2016 14:56:26 PM
Division Approval	dbeatty	07/07/2016 14:56:30 PM
Department Approval	dbeatty	07/07/2016 14:56:38 PM
Contract Manager Approval	jsalo	07/07/2016 15:24:53 PM
Budget Analyst Approval	cmurph3	07/11/2016 15:23:46 PM
BOE Agenda Approval	cmurph3	07/11/2016 15:25:19 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **14271**Amendment Number: **1**Agency Name: **WILDLIFE**Agency Code: **702**Appropriation Unit: **4463-15**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BAUSERMAN GROUP, LLC**Contractor Name: **BAUSERMAN GROUP, LLC**  
Address: **500 DAMONTE RANCH PARKWAY SUITE 675**City/State/Zip: **RENO, NV 89521**Contact/Phone: **775/784-9400**Vendor No.: **T27023488**NV Business ID: **NV20041014622**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 %	<b>X</b>	Fees	<b>62.50 % AIS decals 25%; License and registration fees 37.5%</b>
<b>X</b> Federal Funds	<b>33.80 %</b>		Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b>	Other funding	<b>3.70 % In-kind match</b>

Agency Reference #: 13-43

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/14/2013**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **04/30/2017**Contract term: **3 years and 352 days**4. Type of contract: **Contract**Contract description: **Media buying**

5. Purpose of contract:

**This is the first amendment to the original contract which provides media buying and comprehensive advertising services. This amendment increases the maximum amount from \$400,000 to \$500,000 due to an increase in services needed.****6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$400,000.00	\$400,000.00	\$400,000.00	Yes - Action
2. Amount of current amendment (#1):	\$100,000.00	\$100,000.00	\$100,000.00	Yes - Action
3. New maximum contract amount:	\$500,000.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

NDOW has multiple programs utilizing media communications with the public, such as boating education mandated by NRS 430.730, information about aquatic invasive species (AIS) and sportsman outreach. To qualify for certain grants (e.g., boating education), NDOW must conduct yearly, targeted advertising and public relations outreach to boaters. It is critical that the AIS program reach out to boaters and anglers to educate them about the AIS decal program and the dangers of aquatic invasive species. Furthermore, NDOW often needs to communicate important, public safety information to sportsmen and anglers on a project basis. In order to reach the public through targeted advertising, NDOW must contract with appropriate professionals to accomplish its mission.

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 experience to provide these services. NDOW does not own TV, radio or billboard companies, so we must rely on the private sector outlets for advertising.

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):

EXL Media  
DP Video Productions  
MassMedia, LLC  
Creative Concepts  
Bauserman Group, LLC

- b. Solicitation Waiver: **Not Applicable**

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

Selected after RFP process and committee scoring.

d. Last bid date: 03/22/2013 Anticipated re-bid date: 03/01/2017

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:

Advisory Council on the State Program for Fitness and Wellness. Performance 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:

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

dwendell

06/28/2016 10:40:24 AM

Division Approval	lgleason	06/28/2016 11:19:42 AM
Department Approval	eobrien	06/29/2016 16:18:51 PM
Contract Manager Approval	dwendell	07/05/2016 07:48:57 AM
Budget Analyst Approval	cpalme2	07/12/2016 14:13:35 PM
BOE Agenda Approval	cmurph3	07/13/2016 09:28:19 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17914**Agency Name: **DCNR - FORESTRY DIVISION**Agency Code: **706**Appropriation Unit: **4195-75**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **TIMMONS GROUP**Contractor Name: **TIMMONS GROUP**Address: **1001 BOULDERS PARKWAY,  
SUITE 300**City/State/Zip: **RICHMOND, VA 23225**Contact/Phone: **Lowell Ballard 804/200-6951**Vendor No.: **T29035751**NV Business ID: **NV20141168085**To what State Fiscal Year(s) will the contract be charged? **2017-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

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 #: **NDF16-029**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/09/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **08/08/2018**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **Information Portal**

5. Purpose of contract:

**This is a new contract for the development and maintenance of an on-line forestry and fire information portal.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$309,447.00**

Other basis for payment: As invoiced by the Contractor and approved by the State.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

A need as required by federal granting agencies has been identified requiring the Nevada Division of Forestry (NDF) to track and report land management and fire suppression accomplishments. This mechanism will enhance NDF's ability to meet this requirement.

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

The development and maintenance of this information portal requires specialized knowledge and skills in computer programming not held by agency and/or state employees.

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 #3214, 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: 01/08/2016 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:

Department of Transportation, 10/2014-07/2015, quality of service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	jkidd	06/16/2016 13:10:31 PM
Division Approval	dprather	06/17/2016 08:43:32 AM
Department Approval	dprather	06/17/2016 08:43:41 AM
Contract Manager Approval	ldunn	06/20/2016 06:44:11 AM
DoIT Approval	csweeney	06/20/2016 07:25:01 AM
Budget Analyst Approval	cpalme2	06/30/2016 10:01:50 AM
BOE Agenda Approval	cmurph3	06/30/2016 15:38:37 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17896**Agency Name: **DEPARTMENT OF MOTOR VEHICLES**Agency Code: **810**Appropriation Unit: **4741-40**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **INTELLECTUAL TECHNOLOGY, INC.**Contractor Name: **INTELLECTUAL TECHNOLOGY, INC.**Address: **1901 CAMINO VIDA ROBLE STE 204**City/State/Zip: **CARLSBAD, CA 92008-6561**Contact/Phone: **Drew Nicholson 260/459-8800**Vendor No.: **T27006453**NV Business ID: **NV20101412115**To what State Fiscal Year(s) will the contract be charged? **2017-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Fee Funded</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **08/31/2022**Contract term: **6 years**4. Type of contract: **Contract**Contract description: **OHV Automated**

5. Purpose of contract:

**This is a new contract to provide an automated method of collecting electronic data, printing secure and non-secure documents, finishing, mail preparation, transportation to the US Postal Service for the same day mail entry and tracking of the documents for Off-Highway Vehicles.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$652,710.32****II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 490**

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

**There are no State employees available to provide this service.**9. Were quotes or proposals solicited? **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):

**Datamatx Inc  
 SEBNIC Investments Corp  
 Ray Morgan Co.  
 Intellectual Technology Inc.**

b. Solicitation Waiver: **Not Applicable**

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

This was the only vendor to submit a proposal, and in reviewing the proposal by Department of Motor Vehicles staff it was found to be acceptable.

d. Last bid date: 03/22/2016 Anticipated re-bid date: 01/15/2022

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	bmacke1	06/21/2016 13:16:18 PM
Division Approval	bmacke1	06/21/2016 13:16:21 PM
Department Approval	cmunoz	06/21/2016 15:27:27 PM
Contract Manager Approval	hazevedo	06/29/2016 16:44:13 PM
Budget Analyst Approval	pnicks	06/30/2016 14:52:26 PM
BOE Agenda Approval	pnicks	06/30/2016 14:52:31 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 CONTRACT**1. Contract Number: **16020**Amendment  
Number: **1**Agency Name: **DETR - REHABILITATION DIVISION**Legal Entity  
Name: **BOARD OF REGENTS-WNC**Agency Code: **901**Contractor Name: **BOARD OF REGENTS-WNC**  
Address: **WNC Controller's Office**Appropriation Unit: **3265-12****2201 West College Parkway**  
**Carson City, NV 89703-7316**Is budget authority  
available?: **Yes**

City/State/Zip

If "No" please explain: Not Applicable

Contact/Phone: **775.445.4229**Vendor No.: **D35000822**NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2015-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

**X** Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **#1938-17-REHAB**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **12/01/2014**  
Examiner's approval?

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **06/30/2017**  
Termination Date:Contract term: **6 years and 212 days**4. Type of contract: **Interlocal Agreement**Contract description: **Rehabilitation Serv.**

5. Purpose of contract:

**This is the first amendment to the original interlocal agreement which provides mutual clients of the Bureau of Vocational Rehabilitation and Western Nevada College with academic preparation and job skills to successfully obtain and maintain employment. This amendment extends the termination date from June 30, 2017 to June 30, 2021 and increases the maximum amount from \$330,976 to \$1,012,135 due to the continued need for these services by the community.****6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$330,976.00	\$330,976.00	\$330,976.00	Yes - Action
2. Amount of current amendment (#1):	\$681,159.00	\$681,159.00	\$681,159.00	Yes - Action
3. New maximum contract amount:	\$1,012,135.00			
and/or the termination date of the original contract has changed to:	06/30/2021			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Cooperation and coordination of services between the Vocational Rehabilitation and students with disabilities is a high priority focus by the Rehabilitation Services Administration, US Department of Education to better serve high school students with disabilities.

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

The Division does not have the staff or the funding to perform these services.

9. Were quotes or proposals solicited? No  
Was the solicitation (RFP) done by the Purchasing Division? No

- a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

- b. Solicitation Waiver: **Exempt (Per statute)**

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

Exempt: Governmental Entity

This contract has an indirect cost rate of 4.1%

- 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:

Western Nevada College (Board of Regents-WNC) has performed satisfactory service for the Department under multiple contracts since 2011.

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	mgassawa	06/15/2016 06:27:04 AM
Division Approval	shendren	06/15/2016 13:37:46 PM
Department Approval	jmcentee	06/21/2016 11:49:44 AM
Contract Manager Approval	kwynands	06/27/2016 10:12:35 AM
Budget Analyst Approval	tgreenam	07/11/2016 11:59:54 AM
BOE Agenda Approval	sbrown	07/14/2016 11:13:33 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17953**

Agency Name:	<b>DETR - EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name:	<b>JOBS FOR NEVADA GRADUATES, INC.</b>
Agency Code:	<b>902</b>	Contractor Name:	<b>JOBS FOR NEVADA GRADUATES, INC.</b>
Appropriation Unit:	<b>4770-12</b>	Address:	<b>4045 S BUFFALO DR SUITE A101</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89147</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>702/810-3068</b>
		Vendor No.:	<b>T32002801</b>
		NV Business ID:	<b>NV20131697401</b>

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>33.40 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>66.60 % WIOA and Career Enhancement Program</b>

Agency Reference #: **FY17-CEP-JAGNV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**Anticipated BOE meeting date **08/2016**Retroactive? **Yes**

If "Yes", please explain

**Negotiations between all parties were not completed in a time frame that allowed for submission to the July BOE.**3. Termination Date: **06/30/2019**Contract term: **2 years and 364 days**4. Type of contract: **Contract**Contract description: **Jobs for Graduates**

5. Purpose of contract:

**This is a new contract to provide training to improve the outcomes of public education, improve work opportunities, increase college enrollment and completion rates for high-risk youth populations.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$270,000.00**

Other basis for payment: Jobs for Nevada's Graduates agrees to provide services at a cost of \$270,000 for the term of the contract. Payments to be made upon approval of the request for funds from Jobs for Nevada's Graduates, normally once a month, with fiscal year payments not to exceed \$90,000 (2017; 2018; and 2019 respectively) with the total contract amount not to exceed \$270,000.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The State of Nevada has committed to providing training for high-risk youth to improve outcomes for public education and improve work opportunities.**

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

**The Job's for America's Graduates model requires the State contract with a qualified non-profit organization to administer this program in the State of Nevada.**

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 160602**

**Approval Date: 06/28/2016**

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:

Jobs for Nevada Graduates Inc. has been under contract with the Department of Employment, Training and Rehabilitation since July 2014 and has performed d satisfactorily.

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	jbende2	06/27/2016 15:36:26 PM
Division Approval	jmcentee	06/30/2016 13:20:18 PM
Department Approval	jmcentee	07/05/2016 13:54:20 PM
Contract Manager Approval	kwynands	07/05/2016 13:59:21 PM
Budget Analyst Approval	tgreenam	07/11/2016 12:59:48 PM
BOE Agenda Approval	sbrown	07/14/2016 11:02:32 AM
BOE Final Approval	Pending	

State of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Patrick Cates  
Director

Jeffrey Haag  
Administrator

<b>Purchasing Use Only:</b>	
Approval #:	145

## CONTRACT EXTENSION JUSTIFICATION AND REQUEST FORM

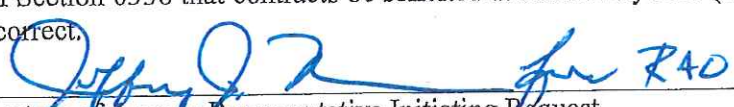
**ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

1	<b>Agency Contact Information – Note: Copy(s) will be sent to only the contact(s) listed below:</b>			
	State Agency:		DETR-ESD-WISS	
	Contact Name(s) and Titles:		Grant Nelson- Chief WISS	
	Telephone Number(s):		775 684-0304	
	Email Address(s):		<a href="mailto:ghnielson@nvdetr.org">ghnielson@nvdetr.org</a>	
2	<b>Contractor Information:</b>			
	Contractor:		Jobs for Nevada's Graduates, Inc. (JAGNV)	
	Contact Name:		Debbie Tarantino	
	Address:		4045 S Buffalo Drive Suite a101-128 Las Vegas NV 89147	
	Phone Number:		702 420-2825	
3	<b>Ongoing relationship disclosure – List all previous contract information:</b>			
	Procurement method:		Solicitation Waiver	
	CETS #:		13534	
	Contract "not to exceed amount":		\$1,308.390	
	Contract term:		Start date: 07/13/2012 mm/dd/yy	End date: 06/30/2014 mm/dd/yy
3A	<b>Ongoing relationship disclosure – List all previous contract information:</b>			
	Procurement method:		Solicitation Waiver	
	CETS #:		15672	
	Contract "not to exceed amount":		\$750,000	
	Contract term:		Start date: 07/14/2014 mm/dd/yy	End date: 06/30/2015 mm/dd/yy
4	<b>Procurement method used to award the current contract:</b>			
	RFP, solicitation # if applicable:			
	Quote, solicitation # if applicable:			
	Waiver, provide number:		-Pending	
	Other:			
5	<b>Current contract information:</b>			
	CETS #:		17953	
	Initial contract "not to exceed amount":		\$270,000 contract @ \$90,000 per year	
	Contract term:		Start date: 7/1/2016	End date: 6/30/2019



		mm/dd/yy	mm/dd/yy
<b>Amendment information – List all previously approved amendments:</b>			
6	<b>Amd #:</b>	<b>Brief synopsis of what amendment accomplished:</b>	<b>Change in “not to exceed” amount:</b>
			<b>Change in end date:</b> mm/dd/yy
	1-5	FY13-CEP-CSA Amendments to	\$450,000 to \$1,308,390
	Cets-13534	add funds and change expire end date.	06/30/2015
<b>Proposed amendment information:</b>			
7	<b>Amd #:</b>	<b>Brief synopsis of what the requested amendment will accomplish</b>	<b>Change in “not to exceed” amount:</b>
			<b>Change in end date:</b> mm/dd/yy
	NA		
8	<b>What is the justification to extend the contract term beyond the State’s four (4) year re-solicitation policy (SAM 0338):</b>		
	The (2) previous Contracts have expired. This is a new Contract with the same Vendor, (via. Sole Source Solicitation Waiver) who will continue to provide the same services criteria as indicated in the (2) previous Contracts Scope of Work.		
9	<b>What are the potential consequences to the State if the contract extension request is denied?</b>		
	The JAG/JAG/NV Program would no longer be able to provide its significant contributions towards high school retention and graduation rates. The Program therefore would not deliver services for Nevada schools and youth, who would otherwise benefit significantly from this Program.		

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

Jeffrey Frischmann  
Print Name of Agency Representative Initiating Request

6/22/2016  
Date

  
Signature of Agency Head Authorizing Request

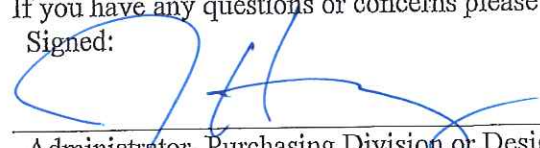
Jeffrey Frischmann  
Print Name of Agency Head Authorizing Request

6/22/2016  
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

6-28-2016  
Date

State of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Patrick Cates  
Director

Jeffrey Hang  
Administrator

<b>Purchasing Use Only:</b>	
Approval#:	160602

## SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	<b>Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:</b>		
	State Agency:		
	Contact Name and Title	Phone Number	Email Address
	Grant Nielson	775 684-0304	<a href="mailto:ghnielson@nvdepr.org">ghnielson@nvdepr.org</a>
	Kathleen Wynands	775-684-3883	<a href="mailto:kewynands@nvdepr.org">kewynands@nvdepr.org</a>

1b	<b>Vendor Information:</b>	
	Identify Vendor:	Jobs for Nevada's Graduates, Inc. (JAGNV)
	Contact Name:	Rene Cantu - ED; <a href="mailto:rcantu@jagnv.org">rcantu@jagnv.org</a>
	Address:	4045 S Buffalo Drive, Suite A101-128 Las Vegas NV 89147
	Telephone Number:	702 420-2825
	Email Address:	<a href="mailto:Dtarantino@jagnv.org">Dtarantino@jagnv.org</a>
	Fiscal Contact: Debbie Tarantino	

1c	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	X
	Professional Service Exemption:	

1d	<b>Contract Information:</b>			
	Is this a new Contract?	Yes X	No	
	Amendment:	#		
	CETS:	#		

1e	<b>Term:</b>			
	One (1) Time Purchase:			
	Contract:	Start Date: July 1, 2016	End Date: June 30, 2019	

1f	<b>Funding:</b>	
	State Appropriated:	
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	Career Enhancement Program (CEP) Funds



1g	<b>Total Estimated Value of this Service Contract, Amendment or Purchase:</b> <b>\$270,000 Total; \$90,000 allocated each year for three years.</b>
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2	<b>Provide a description of work/services to be performed or commodity/good to be purchased:</b> <i>Built upon the traditional model - Jobs for America's Graduates (JAG)- a national, state based non – profit organization dedicated to preventing dropouts among young people who are most at-risk, Jobs for Nevada's Graduates (JAGNV) is a statewide program for youth who seek to make the most of their high school education and pursue career and postsecondary educational interests. JAGNV is a multi-year program designed to serve high school students during their 11<sup>th</sup> and 12<sup>th</sup> grades, with a 12-month post-graduation follow-up period. JAGNV serves students who are at risk of not attaining their potential and/or dropping out of high school. The multi-year JAGNV program's objective is to connect or reconnect students to primary support systems and institutions, and to provide transitional support services when they enter a postsecondary institution and/or the workforce. The JAGNV's primary goals are to improve students' positive perceptions of themselves as persons and as students, and to assist them in their pursuit of a high school diploma and towards college and or career readiness.</i>
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3	<b>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</b> <i>The primary mission of the traditional JAG program model is to keep young people in high school through graduation, and to provide an array of counseling, employability skills development, career association, job development, and job placement services that will result in either a quality job leading to a career after graduation or enrollment in a postsecondary education and or training program. The board of the JAGNV state-specific non-profit is selected through Governor appointments.</i>
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4	<b>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</b> <i>In the 2013 Nevada State Legislature, the Nevada Department of Education was granted authority to fund, with General Fund monies, the JAG program and to establish a non-profit for the sole purpose of administering a JAGNV program. The Nevada Department of Employment, Training and Rehabilitation (DETR) established the JAGNV non-profit and are now requesting the augmentation of the Department of Education's program funding for the ability to incorporate schools into the JAGNV pipeline.</i>
---	---

5	<b>Were alternative services or commodities evaluated? Check One.</b>	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> <i>The JAGNV program is a state based non- profit organization. No other provider in the State of Nevada provides this type of program.</i>				

6	<b>Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers <u>MUST</u> accompany this request.</b>	Yes:	<input checked="" type="checkbox"/>	No:	
	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</i>				



information:				
Term Start and End Dates		Value	Short Description	Type of Procurement (RFP, RFQ, Waiver #)
7/1/14	6/30/15	\$750.000	Jobs for America's Graduate Program	Waiver
7/13/12	6/30/14	\$1,308,390	Jobs for America's Graduate Program services provided by Community Services Agency	Waiver

7	<b>What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?</b>
	<i>The JAG/JAGNV program will not be able to deliver services to as many Nevada schools and youth who would benefit significantly from this program. The JAG/JAGNV program would not be significant in its contribution towards high school retention and graduation rates.</i>

8	<b>What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?</b>
	<p><i>The efforts to identify competitive service providers(s) for JAGNV purposes would be futile as none exist that could provide the workforce development programs as prescribed and overseen for compliance of <u>Jobs for America's Graduates</u> (JAG) accreditation standards.</i></p> <p><i>As stated above, JAGNV is a JAG, state-specific, non- profit corporation with a board of directors that are appointed by the Nevada Governor. The premise of this state-specific program is to implement and deliver a unique, research-based, multi-intervention program to support retention, academic remediation and enhancement, graduation, placement assistance, and follow-up services to young people who are most at risk by assisting them successfully transition to employment and or post-secondary education.</i></p> <p><i>The JAG Multi-Year Program consists of a unique and comprehensive set of services to keep young people in school through graduation and improve the rate of success in achieving postsecondary education and career goals. The ultimate goal is for at-risk youth to receive a high school diploma (or equivalent), pursue postsecondary education, and or secure a quality entry-level job in the workforce. The focus in the Multi-Year Program is dropout prevention, retention, and graduation serving youth with significant barriers to success. The JAG national in-school curriculum, consisting of 88 competency-based modules, provides 880 of classroom instruction. CORE JAG model components include: 1.) classroom instruction; 2.) competency-based curriculum; 3.) adult mentoring; 4.) advisement and support; 5.) summer employment training; 6.) student-led leadership development; 7.) job and post-secondary education placement support; 8.) linkages to school and community-based services; 9.) 12-month follow-up services; 10.) electronic accountability system; and 11.) quality and continual professional development for JAG Classroom Specialist</i></p>

9	<b>Will this purchase obligate the State to this vendor for future purchases? Check One.</b>	Yes:	X	No:	
	<p><i>a. If yes, please provide details regarding future obligations or needs.</i></p> <p><i>If funding is available in the future, a new agreement will be considered if performance and outcomes are successful.</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

Renée L. Olson, Administrator 06.01.16  
\_\_\_\_\_  
Print Name of Agency Representative Initiating Request Date

  
\_\_\_\_\_  
Signature of Agency Head Authorizing Request

Donald L. Soderberg 6/2/16  
\_\_\_\_\_  
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.

N/A  
\_\_\_\_\_  
Name of agency or entity who provided information or review:

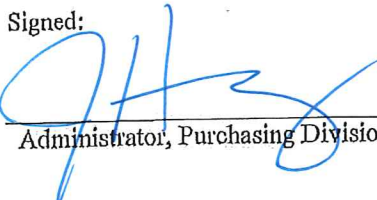
\_\_\_\_\_  
Representative Providing Review

\_\_\_\_\_  
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 6-28-2016  
Date



State of Nevada  
Department of Employment, Training and Rehabilitation

EMPLOYMENT SECURITY DIVISION

**MEMORANDUM**

**DATE:** June 30, 2016

**TO:** James R. Wells, Clerk  
Board of Examiners

**FROM:** *James R. Wells, CFO, for*  
Don Soderberg, Director, Department of Employment, Training and  
Rehabilitation

**SUBJECT:** Retroactive Contract for Services of Independent Contractor  
Jobs For Nevada's Graduates, Inc.-JAGNV- FY17-CEP-JAGNV

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The Department of Employment, Training and Rehabilitation (DETR) respectfully requests approval of the attached contract with Jobs For Nevada's Graduates, Inc.-(JAGNV) be retroactive to July 1, 2016.

The services rendered by JAGNV under this contract provide an important function that services at-risk students to promote graduation from high school and pursuit of career and post-secondary education through counseling, employability skills development and job development. To avoid disruption of services, the Department is requesting BOE approval effective July 1, 2016.

Thank you for your consideration of this request.

Attachments: Contract  
Contract Summary

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **14563**Amendment  
Number: **1**Agency Name: **PUBLIC EMPLOYEES BENEFITS**Legal Entity  
Name: **DIVERSIFIED DENTAL SERVICES,  
INC.**Agency Code: **950**Contractor Name: **DIVERSIFIED DENTAL SERVICES,  
INC.**Appropriation Unit: **1338-10**Address: **4720 N ORACLE RD STE 100**Is budget authority  
available?: **Yes**City/State/Zip **TUCSON, AZ 85705**

If "No" please explain: Not Applicable

Contact/Phone: **Becky Volle 520/407-2563**Vendor No.: **T81085278A**NV Business ID: **NV19951129590**To what State Fiscal Year(s) will the contract be charged? **2014-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % 33% Premium Revenue 67% State Subsidy</b>

Agency Reference #: **RFP#3010**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **07/09/2013**  
Examiner's approval?Anticipated BOE meeting date **09/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **06/30/2017**  
Termination Date:Contract term: **7 years and 358 days**4. Type of contract: **Contract**Contract description: **Dental PPO**

5. Purpose of contract:

**This is the first amendment to the original contract to provide dental Preferred Provider Organization network services to participants and their covered dependents. This amendment extends the termination date from June 30, 2017 to June 30, 2021 and increases the maximum amount from \$1,397,000 to \$3,081,984 due to a continued need for these services and a commitment from the vendor to keep rates at the year four rate for the duration of the extension.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,397,000.00	\$1,397,000.00	\$1,397,000.00	Yes - Action
2. Amount of current amendment (#1):	\$1,684,984.00	\$1,684,984.00	\$1,684,984.00	Yes - Action
3. New maximum contract amount:	\$3,081,984.00			
and/or the termination date of the original contract has changed to:	06/30/2021			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Public Employess' Benefits Program offers dental benefits in the form of a dental PPO as a part of its standard benefits package.

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

The state of Nevada does not maintain a dental network.

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 #3010, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee and ratified by the PEBP Board.

d. Last bid date: 01/01/2013 Anticipated re-bid date: 01/01/2020

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 Dental has been the contracted Dental PPO Network for PEBP since 2001. PEBP and its participants are satisfied with the services provided by Diversified Dental.

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	mstron1	06/29/2016 11:21:56 AM
Division Approval	mstron1	06/29/2016 11:21:59 AM
Department Approval	cglover	06/29/2016 11:38:43 AM
Contract Manager Approval	mstron1	06/29/2016 11:41:24 AM
Budget Analyst Approval	nhovden	07/11/2016 12:35:34 PM
BOE Agenda Approval	nhovden	07/11/2016 12:35:40 PM





**Purchasing Use Only:**

Approval #:

## CONTRACT EXTENSION JUSTIFICATION AND REQUEST FORM

**ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

1	<b>Agency Contact Information – Note: Copy(s) will be sent to only the contact(s) listed below:</b>				
	State Agency:		Public Employees' Benefits Program		
	Contact Name(s) and Titles:		Megan Sloan		
	Telephone Number(s):		775-684-7020		
	Email Address(s):		msloan@peb.state.nv.us		

2	<b>Contractor Information:</b>				
	Contractor:		Diversified Dental Services		
	Contact Name:		Becky Volle		
	Address:		1575 Delluchi Lane Suite 207A Reno, NV 89502		
	Phone Number:		775-337-1180		
	Email Address:		Volle.becky.a@ddsppo.com		

3	<b>Ongoing relationship disclosure – List all previous contract information:</b>				
	Procurement method:		RFP 1425, RFP 1740		
	CETS #:		CONV5746, CONV7160		
	Contract "not to exceed amount":		\$1,100,000 \$1,501,000.00		
	Contract term:		Start date:	07/01/2005 07/01/2009	End date:

4	<b>Procurement method used to award the current contract:</b>				
	RFP, solicitation # if applicable:		RFP#3010		
	Quote, solicitation # if applicable:				
	Waiver, provide number:				
	Other:				

5	<b>Current contract information:</b>				
	CETS #:		14563		
	Initial contract "not to exceed amount":		\$1,397,000		
	Contract term:		Start date:	07/01/2013	End date:

Amendment information – List all previously approved amendments:				
6	Amd #:	Brief synopsis of what amendment accomplished:	Change in “not to exceed” amount:	Change in end date: mm/dd/yy

Proposed amendment information:				
7	Amd #:	Brief synopsis of what the requested amendment will accomplish	Change in “not to exceed” amount:	Change in end date: mm/dd/yy

8	<b>What is the justification to extend the contract term beyond the State’s four (4) year re-solicitation policy (SAM 0338):</b>			
	<i>PEBP reached out to Diversified Dental and asked them if they would be willing to keep their rates flat if the contract was extended. Diversified Dental agreed and the rate for the four year extension will be \$0.68 per participant per month. As costs of medical and dental treatment increase year after year, PEBP will be able to continue to offer the existing Diversified Dental network at no additional cost to the plan or the state.</i>			

9	<b>What are the potential consequences to the State if the contract extension request is denied?</b>			
	<i>If the Diversified Dental contract is not extended and PEBP goes out to bid for this service, the plan and its participants will pay more for access to a dental PPO provider network. Additionally, because Diversified Dental agreed to keep their rates flat there would be no increase to the plan for the next four years, a situation PEBP would not find themselves in should we go out to bid.</i>			

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

Megan Sloan

Print Name of Agency Representative Initiating Request


  
Date



Signature of Agency Head Authorizing Request

Damon Haycock

Print Name of Agency Head Authorizing Request

  
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



\_\_\_\_\_  
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: **12614**Amendment Number: **4**Agency Name: **PUBLIC EMPLOYEES BENEFITS**Legal Entity Name: **HEALTH CLAIM AUDITORS, INC.**Agency Code: **950**Contractor Name: **HEALTH CLAIM AUDITORS, INC.**Appropriation Unit: **1338-10**Address: **1312 EUROPEAN DR**Is budget authority available?: **Yes**City/State/Zip: **HENDERSON, NV 89052-4017**

If "No" please explain: Not Applicable

Contact/Phone: **702/617-4801**Vendor No.: **T81099650**NV Business ID: **NV19981306034**To what State Fiscal Year(s) will the contract be charged? **2012-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % 33% Premium Revenue, 67% State Subsidy</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/11/2011**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **09/30/2017**Contract term: **10 years and 357 days**4. Type of contract: **Contract**Contract description: **Health Plan Auditing**

5. Purpose of contract:

**This is the fourth amendment to the original contract to provide health plan auditing services. This amendment extends the termination date from September 30, 2017 to September 30, 2022 and increases the maximum amount from \$1,696,600 to \$2,827,910 due to the continued need for these services.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,300,000.00	\$1,300,000.00	\$1,300,000.00	Yes - Action
a. Amendment 1:	\$5,000.00	\$5,000.00	\$5,000.00	No
b. Amendment 2:	\$391,600.00	\$396,600.00	\$396,600.00	Yes - Action
c. Amendment 3:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#4):	\$1,131,310.00	\$1,131,310.00	\$1,131,310.00	Yes - Action
3. New maximum contract amount:	\$2,827,910.00			
and/or the termination date of the original contract has changed to:	09/30/2022			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Terms and conditions of PEBP vendor contracts require periodic audits to monitor compliance and performance.

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 experience or certifications to perform 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?

This is the incumbent vendor and has the most knowledge and experience with the PEBP plan and its Board. This vendor received the highest score from the evaluation committee and has been ratified by the PEBP Board.

d. Last bid date: 10/01/2005 Anticipated re-bid date: 07/01/2021

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:

Health Claim Auditors is PEBP's current health plan auditor. PEBP is very satisfied by the services provided.

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	mstron1	07/05/2016 09:11:25 AM
Division Approval	mstron1	07/05/2016 09:11:28 AM
Department Approval	mstron1	07/05/2016 09:32:08 AM
Contract Manager Approval	mstron1	07/05/2016 09:32:11 AM
Budget Analyst Approval	nhovden	07/11/2016 13:14:22 PM
BOE Agenda Approval	nhovden	07/11/2016 13:14:28 PM



**Purchasing Use Only:**

Approval #:

## CONTRACT EXTENSION JUSTIFICATION AND REQUEST FORM

**ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

1	<b>Agency Contact Information – Note: Copy(s) will be sent to only the contact(s) listed below:</b>			
	State Agency:	Public Employees' Benefits Program		
	Contact Name(s) and Titles:	Megan Sloan		
	Telephone Number(s):	775-684-7020		
	Email Address(s):	msloan@peb.state.nv.us		

2	<b>Contractor Information:</b>			
	Contractor:	Health Claim Auditors		
	Contact Name:	Robert J. Carr III		
	Address:	1312 European Dr Henderson, NV 89052		
	Phone Number:	702-617-4801		
	Email Address:	HCAuditors@aol.com		

3	<b>Ongoing relationship disclosure – List all previous contract information:</b>				
	Procurement method:	RFP 1450, RFP 1922			
	CETS #:	CONV7150, 12614			
	Contract "not to exceed amount":	\$818,800 \$1,696,600			
	Contract term:	Start date:	10/01/2005 10/11/2011	End date:	09/30/2011 09/30/2017

4	<b>Procurement method used to award the current contract:</b>	
	RFP, solicitation # if applicable:	RFP#1922
	Quote, solicitation # if applicable:	
	Waiver, provide number:	
	Other:	

5	<b>Current contract information:</b>	
	CETS #:	12614
	Initial contract "not to exceed amount":	\$1,300,000
	Contract term:	Start date: 10/11/2011 End date: 09/30/2017

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	Add one time data/ security of former TPA	\$5,000	N/A
	2	Adding Division of Health Care Financing and Policy as a party to the contract	\$361,600	N/A
	3	Introduces performance standards and guarantee language	N/A	N/A

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	4	Extend the current contract due to a continued need for this service	\$1,131,310	09/30/2022

8	What is the justification to extend the contract term beyond the State’s four (4) year re-solicitation policy (SAM 0338):			
	PEBP reached out to Health Claim Auditors and asked if they would be willing to keep their rates flat if the contract was extended. Health Claim Auditors agreed. PEBP is requesting permission to extend the contract with Health Claim Auditors to avoid increases to cost and be able to leverage the existing partnership.			


9	What are the potential consequences to the State if the contract extension request is denied?			
	If the Health Claim Auditors contract is not extended and PEBP goes out to bid for this service, the plan and its participants will pay more for this service. Because Health Claim Auditors agreed to keep their rates flat there would be no increase to the plan for the next five years, a situation PEBP would not find themselves in should we go out to bid.			

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

Megan Sloan  
Print Name of Agency Representative Initiating Request

6.20.2016  
Date

  
Signature of Agency Head Authorizing Request

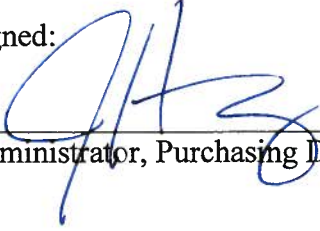
Damon Haycock  
Print Name of Agency Head Authorizing Request

6.20.2016  
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



\_\_\_\_\_  
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: **17707**

Agency Name:	<b>BDC LICENSING BOARDS &amp; COMMISSIONS</b>	Legal Entity Name:	Hummel & Associates, Inc.
Agency Code:	<b>BDC</b>	Contractor Name:	<b>Hummel &amp; Associates, Inc.</b>
Appropriation Unit:	<b>B007 - All Categories</b>	Address:	<b>8240 W. Charleston Blvd. #3</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Las Vegas, NV 89117</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Stacie Hummel 702-947-0021
		Vendor No.:	
		NV Business ID:	NV20001389537

To what State Fiscal Year(s) will the contract be charged? **2017-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Agency Funds</b>

Agency Reference #: 2016-1

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **Yes**

If "Yes", please explain

The reason for delay in submission of the contract to be considered by the Board of Examiners is due to a review of services to be provided to the Board, and obtaining signatures on all pages. This has since been rectified.

3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Accounts/Bookkeeping**

5. Purpose of contract:

This is a new contract for accounting and bookkeeping services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$75,000.00**

Payment for services will be made at the rate of \$75.00 per hour

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Board of Dental Examiners requires the services of an accountant to make and keep the Board's books.

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

The Board has no employee with the requisite knowledge, skills, and abilities.

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 served the Board ably since 2004.

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 has served the Board of Dental Examiners since 2004 and the contractor's services have always 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	55443282	04/15/2016 11:27:24 AM
Division Approval	55443282	04/15/2016 11:27:29 AM
Department Approval	55443282	04/15/2016 11:27:33 AM
Contract Manager Approval	55443282	04/15/2016 11:27:39 AM
Budget Analyst Approval	cschonl1	06/28/2016 08:06:52 AM
BOE Agenda Approval	lfree1	06/29/2016 11:28:51 AM
BOE Final Approval	Pending	





## Nevada State Board of Dental Examiners

6010 S. Rainbow Blvd., Bldg. A, Ste. 1  
Las Vegas, NV 89118  
(702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046

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Memorandum

Date: June 24, 2016

TO: Christian Schonlau, Budget Division and State Board of Examiners

FROM: DEBRA SHAFFER-KUGEL, EXECUTIVE DIRECTOR

RE: Contract (Hummel & Associates)

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Attached is the contract with Hummel & Associates approved by the Nevada State Board of Dental Examiners on March 18, 2016 and is to commence on July 1, 2016 retroactive. The reason for delay in submission of the contract to be considered by the Board of Examiners is due to a review of services to be provided to the Board and obtaining signatures on all pages. This has since been rectified.

Thank you in advance for your assistance.

A handwritten signature in blue ink, appearing to read "Debra", with a stylized flourish extending to the right.

Debra Shaffer-Kugel, Executive Director  
Nevada State Board of Dental Examiners

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17961**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Toshiba America Business Solutions, Inc.

Contractor Name: **Toshiba America Business Solutions, Inc.**Address: **9740 Irvine Boulevard**City/State/Zip **Irvine, CA 92618-1608**

Contact/Phone: Rick Jackson 949-462-6086

Vendor No.: PUR0005577

NV Business ID: NV20101031559

To what State Fiscal Year(s) will the contract be charged? **2017-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various</b>

Agency Reference #: RFP #3091/tb

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2019**Contract term: **3 years and 152 days**4. Type of contract: **MSA**Contract description: **Copiers & Services**

5. Purpose of contract:

**This is a new contract to establish a Participating Addendum that continues ongoing leasing and services for copiers, printers and related devices. The contract allows state agencies the option to lease or purchase devices, and software bundles that enable and enhance the capabilities of the device.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Other basis for payment: As invoiced by the Contractor and approved by the State

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Copiers, printers, and related devices are required to carry out routine office duties.

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

The State does not have the ability to manufacture copiers, printers or related devices.

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):

Konica Minolta  
Xerox  
Ricoh

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3091 and in accordance with NRS 333, the selected vendor was one of seven scoring proposers as determined by an independently appointed evaluation committee.

d. Last bid date: 06/14/2014 Anticipated re-bid date: 01/01/2019

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ldeloach	06/27/2016 11:12:48 AM
Division Approval	ldeloach	06/27/2016 11:12:51 AM
Department Approval	ldeloach	06/27/2016 11:12:54 AM
Contract Manager Approval	tsmit2	06/27/2016 13:46:51 PM
Budget Analyst Approval	cschonl1	07/07/2016 08:20:34 AM
BOE Agenda Approval	lfree1	07/08/2016 11:58:51 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17952**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1030-26**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **AIR SYSTEMS OF SACRAMENTO INC**Contractor Name: **AIR SYSTEMS OF SACRAMENTO INC**Address: **DBA AIR SYSTEMS OF NEVADA****316 California Ave # 803**City/State/Zip: **Reno, NV 89509**Contact/Phone: **Austin Williams 775-303-0338**

Vendor No.:

NV Business ID: **NV20051642544**To what State Fiscal Year(s) will the contract be charged? **2017-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**Anticipated BOE meeting date **08/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **AC Maintnenace**

5. Purpose of contract:

**This is a new contract to provide maintenance services on the air conditioning systems located in the Attorney General's Carson City and Reno Offices, in the Information Systems server room.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

Payment for services will be made at the rate of \$470.75 per quarter

Other basis for payment: \$7,532.00 for 4 years of quarterly maintenance payments of \$470.75 each, (Reno \$212.50, Carson \$258.25); and an additional \$2,468.00 of funding for emergency call outs, charged hourly as to attachment AA, with the total Contract not to exceed \$10,000.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This is a new contract to provide maintenance services to the air conditioning system located in the Carson City and Reno Office's Information Systems server room since the system requires quarterly maintenance.**

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

**There are no State employees with the expertise to service this air conditioning system**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

American Chiller Service  
Air Systems of Sacramento  
Johnson Controls

b. Solicitation Waiver: **Not Applicable**

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

This vendor had the lowest, most competitive pricing.

d. Last bid date: 04/18/2016 Anticipated re-bid date: 04/20/2020

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	mradu	06/21/2016 15:54:44 PM
Division Approval	clesli1	06/22/2016 16:36:37 PM
Department Approval	chowle	06/23/2016 10:44:03 AM
Contract Manager Approval	lgallow1	06/23/2016 16:57:59 PM
Budget Analyst Approval	myoun3	06/30/2016 15:39:37 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: **17988**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1030-23**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BTMC LLC DBA Braintrust**Contractor Name: **BTMC LLC DBA Braintrust**Address: **BRAIN TRUST MARKETING & COMM  
8948 SPANISH RIDGE AVE**City/State/Zip: **LAS VEGAS, NV 89148-1352**Contact/Phone: **Kurt Ouchida 702/862-4242**Vendor No.: **T29035033**NV Business ID: **NV20101712174**To what State Fiscal Year(s) will the contract be charged? **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 %	<b>X</b> Other funding	<b>100.00 % MILITARY LEGAL ASSISTANCE DONATIONS</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**Anticipated BOE meeting date **08/2016**Retroactive? **Yes**

If "Yes", please explain

**The contract amendment for this contract failed to get approved before it expired although it was delivered to the Governor's Finance Unit before the deadline. Due to the small dollar amount and the continuation of an established business relationship we therefore request to make this contract retroactive from 7-1-16, as that is the start date on the contract amendment when it was sent to the Governor's Finance Unit.**

3. Termination Date: **09/30/2016**Contract term: **91 days**4. Type of contract: **Contract**Contract description: **Advertising**

5. Purpose of contract:

**This is a new contract to provide advertising services which includes graphic design, brand and logo development, digital media and limited printing services to reach military personnel, active and retired, living in Nevada. To promote legal services available to them at no charge.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,999.00**

Other basis for payment: Payable in three monthly installments, not to exceed \$24,999 in total costs.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Legal aid to the members of our military in NV is a much needed service. Because members of the military are often called to leave with little or no notice on military assignments they have special legal needs relating to everyday life that are hard to meet when deployed. This contract helps to provide advertising so our military knows where they can go for assistance with these needs.**

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

**The Office of the Attorney General does not have the necessary expertise to provide the marketing and advertising necessary for this 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: 03/03/2016 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 contractor has been used by the Attorney General's Office since April of 2016. We have been satisfied with their 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	mradu	07/06/2016 18:24:10 PM
Division Approval	chowle	07/07/2016 11:38:50 AM
Department Approval	chowle	07/07/2016 11:38:53 AM
Contract Manager Approval	lgallow1	07/07/2016 11:54:35 AM
Budget Analyst Approval	myoun3	07/08/2016 08:51:57 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17948**Agency Name: **SECRETARY OF STATE'S OFFICE**Agency Code: **040**Appropriation Unit: **1051-15**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Motor Vehicles, Department of

Contractor Name: **Motor Vehicles, Department of**Address: **555 Wright St**City/State/Zip: **Carson City, NV 89711**

Contact/Phone: Heidi Azevedo 775-684-4504

Vendor No.: D81000000

NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **DMV FY17**

5. Purpose of contract:

**This is a new interlocal agreement that continues the ongoing interface between the Secretary of State (SOS) Voter Registration Application and the Department of Motor Vehicles (DMV) database to support the Help America Vote Act (HAVA). DMV will accept and validate records in a batch process against the DMV database. Any records that do not validate against the DMV database will be then processed against the Social Security database for validation. The un-validated records will be returned to SOS/HAVA.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: Invoiced quarterly per EITS rates based on actual use.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The interface between DMV and SOS is for the validation of voters records against DMV database to support the Help America Vote Act.

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

There are no employees available in the Secretary of State's office to do this type of work. the work is being conducted by the Department of Motor Vehicles which is a Nevada State agency.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):



Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

Per NRS 227.180- which authorizes public agencies to enter into contract for services. DMV has the resources to provide the needed services for HAVA requirements.

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?

**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?

**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?

**Yes** If "Yes", please explain

the contractor is a State Agency.

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:

DMV and SOS have contracted for these services since 2006. 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	pdover	06/20/2016 15:52:31 PM
Division Approval	pdover	06/20/2016 15:52:34 PM
Department Approval	pdover	06/20/2016 15:52:37 PM
Contract Manager Approval	vmccormi	06/20/2016 16:07:13 PM
Budget Analyst Approval	cschonl1	06/23/2016 08:35:01 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17977**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: Enterprise Janitorial, Inc.
Agency Code: <b>082</b>	Contractor Name: <b>Enterprise Janitorial, Inc.</b>
Appropriation Unit: <b>1349-12</b>	Address: <b>PO BOX 19913</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89511</b>
If "No" please explain: Not Applicable	Contact/Phone: 775-691-2939
	Vendor No.: T32003728A
	NV Business ID: NV20141642364

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Buildings and Grounds Building Rental Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **09/01/2020**Contract term: **4 years and 32 days**4. Type of contract: **Contract**Contract description: **Janitorial Services**

5. Purpose of contract:

**This is a new contract that continues ongoing janitorial services in emergency situations for state owned buildings in Northern Nevada on an as needed basis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Payment for services will be made at the rate of \$45.00 per hour

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Buildings and Grounds has experienced situations of need for emergency janitorial service. Coverage until a contract for a building is put in place (terminated contracts warrant this need). Clean ups in buildings where current vendor cannot accommodate. Vendor does not have an employee able to return to buildings. The emergency vendor will be used and Buildings and Grounds must have an avenue to accommodate the clean and sanitary needs of buildings within their jurisdiction as stated in NRS 331.100

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

Buildings &amp; Grounds does not have the manpower to adequately 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):

FAAD JANITORIAL  
MCNEILS JANITORIAL  
ENTERPRISE JANITORIAL

b. Solicitation Waiver: **Not Applicable**

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

This vendor had the best pricing for this contract.

d. Last bid date: 06/01/2016 Anticipated re-bid date: 04/01/2020

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, Buildings and Grounds, work is good.

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	07/01/2016 07:01:45 AM
Division Approval	csweeney	07/01/2016 07:01:47 AM
Department Approval	csweeney	07/01/2016 07:01:50 AM
Contract Manager Approval	ssands	07/01/2016 07:08:22 AM
Budget Analyst Approval	jrodrig9	07/14/2016 21:31:21 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: **15198**Amendment Number: **2**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Legal Entity Name: **JCRNO, INC.**Agency Code: **082**Contractor Name: **JCRNO, INC.**Appropriation Unit: **1349-12**Address: **155 GLENDALE AVENUE NO. 1**Is budget authority available?: **Yes**City/State/Zip: **SPARKS, NV 89431**

If "No" please explain: Not Applicable

Contact/Phone: **775-323-1600**Vendor No.: **T27037053**NV Business ID: **NV20151308003**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 %	<b>X</b>	Fees	<b>100.00 % BUILDINGS AND GROUNDS RENTAL INCOME FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2014**Anticipated BOE meeting date **08/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **01/31/2018**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Janitorial Services**

5. Purpose of contract:

**This is the second amendment to the original contract which provides ongoing janitorial services for the Department of Motor Vehicles facility located at 305 Galletti Way, Reno. This amendment increases the maximum amount from \$239,848 to \$254,128 due to the increase in hours for janitorial services.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$239,848.00	\$239,848.00	\$239,848.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#2):	\$14,280.00	\$14,280.00	\$14,280.00	Yes - Info
3. New maximum contract amount:	\$254,128.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Buildings must be kept clean to ensure the safety of the public and 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? 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 #3055, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 10/01/2013 Anticipated re-bid date: 09/30/2017

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:

2012-2013, 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:

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	06/29/2016 12:54:08 PM
Division Approval	csweeney	06/29/2016 12:54:12 PM
Department Approval	csweeney	06/29/2016 12:54:15 PM
Contract Manager Approval	ssands	06/29/2016 12:55:39 PM
Budget Analyst Approval	jrodrig9	07/14/2016 22:23:15 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: **17931**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: **NEVADA LANDCARE USA LLC DBA**Contractor Name: **NEVADA LANDCARE USA LLC DBA**Address: **LANDCARE  
3035 S WESTWOOD DRIVE**City/State/Zip: **LAS VEGAS, NV 89109**Contact/Phone: **702-385-4590**Vendor No.: **T32003858**NV Business ID: **NV200001008059**To what State Fiscal Year(s) will the contract be charged? **2017-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Buildings and Grounds Rental Income Fee</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2016**Anticipated BOE meeting date **08/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **10/31/2018**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **Landscaping**

5. Purpose of contract:

**This is a new contract that continues ongoing landscaping services for the Department of Motor Vehicles facility located at 1339 American Pacific Dr. in Henderson.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$42,960.00**

Payment for services will be made at the rate of \$1,665.00 per month

Other basis for payment: \$3,000 for extra services

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Landscaping needs to be maintained/serviced on a regular basis to upkeep the property for the employees and for public safety.**

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

**Buildings and Grounds does not have the labor force or needed equipment to handle the landscaping.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 02/01/2016 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:

Buildings and Grounds has used this vendor for years work is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	06/13/2016 08:45:40 AM
Division Approval	csweeney	06/13/2016 08:45:42 AM
Department Approval	csweeney	06/13/2016 08:45:45 AM
Contract Manager Approval	ssands	07/01/2016 06:10:55 AM
Budget Analyst Approval	jrodrig9	07/14/2016 21:47:20 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17932**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: **NEVADA LANDCARE USA LLC DBA**Contractor Name: **NEVADA LANDCARE USA LLC DBA**Address: **LANDCARE  
3035 S. WESTWOOD DRIVE**City/State/Zip: **LAS VEGAS, NV 89109**Contact/Phone: **702-492-7529**Vendor No.: **T32003858**NV Business ID: **NV200001008059**To what State Fiscal Year(s) will the contract be charged? **2017-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Buildings and Grounds Rental Income Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **07/31/2018**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **Landscaping**

5. Purpose of contract:

**This is a new contract that continues ongoing landscaping services for the Campos Building, located at 215 E. Bonanza, Las Vegas.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,200.00**

Payment for services will be made at the rate of \$925.00 per month

Other basis for payment: \$3,000 for extra services

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Landscaping needs to be maintained/services on a regular basis to upkeep the property for the employees and for public safety.**

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

**Buildings and Grounds does not have the labor force or needed equipment to handle the landscaping.**

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 had the best pricing for the job.

d. Last bid date: 02/01/2016 Anticipated re-bid date: 09/01/2018

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:

Buildings and Grounds Las Vegas work is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	06/13/2016 08:47:04 AM
Division Approval	csweeney	06/13/2016 08:47:07 AM
Department Approval	csweeney	06/13/2016 08:47:11 AM
Contract Manager Approval	ssands	07/01/2016 06:12:04 AM
Budget Analyst Approval	jrodrig9	07/14/2016 21:38:45 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: **17963**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: **TAHOE FENCE CO.. INC.**Contractor Name: **TAHOE FENCE CO.. INC.**Address: **36 BROWN DR.**City/State/Zip: **CARSON CITY, NV 89706**Contact/Phone: **775-882-1063**Vendor No.: **PUR0004684**NV Business ID: **NV19751004523**To what State Fiscal Year(s) will the contract be charged? **2017-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Buildings and Grounds Building Rental Income Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **3 years and 334 days**4. Type of contract: **Contract**Contract description: **Fencing Services**

5. Purpose of contract:

**This is a new ongoing contract to provide fencing/gate repair and installation services for state-owned facilities in the Carson City and Reno area.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$65.00 per man, per hour, two man crew required with a one hour minimum; overtime rate \$85.00 per man, per hour, two man crew required with a one hour minimum; hours of operation Monday through Friday, 7:00 a.m. - 5:00 p.m.; material rates are charged at cost plus 35%.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This request will keep a contractor available for full service needs noted in the scope of work, beyond the expertise and equipment of B&G - used for safety/emergency uses (Governor's Gate; Supreme Court Gate; NHP Gate) and bid projects.**

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

**Depending on the project, this would be beyond the skills needed with state employees.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Statewide Solicitation of Interest

b. Solicitation Waiver: **Not Applicable**

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

Solicitation of Interest to Contract

Per SAM 0338.0, each contractor will be contacted to submit bids on projects. Pursuant to NRS 338.13862.

d. Last bid date: 06/01/2016 Anticipated re-bid date: 05/01/2020

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:

Buildings and Grounds and work was satisfactorily

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	06/29/2016 12:52:13 PM
Division Approval	csweeney	06/29/2016 12:52:17 PM
Department Approval	csweeney	06/29/2016 12:52:21 PM
Contract Manager Approval	ssands	07/13/2016 10:08:05 AM
Budget Analyst Approval	jrodrig9	07/14/2016 17:06:58 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: **17930**

Agency Name:	<b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name:	<b>UNI STEAM LLC</b>
Agency Code:	<b>082</b>	Contractor Name:	<b>UNI STEAM LLC</b>
Appropriation Unit:	<b>1349-12</b>	Address:	<b>PO BOX 20621</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>CARSON CITY, NV 89701</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775-315-9253</b>
		Vendor No.:	
		NV Business ID:	<b>NV20021085184</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2017-2020</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Buildings and Grounds Rental Income Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Steam Cleaning**

5. Purpose of contract:

**This is a new contract to provide exterior steam cleaning services for state-owned facilities in the Northern Nevada area on an as needed basis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,000.00**

Other basis for payment: \$65.00 hourly rate, quoted per job; after hours 6:00pm, \$75.00 per hour; Week-ends/Holidays \$95.00 per hour; for all other charges please see Attachment AA: the contractor shall furnish all of the materials and labor to perform all of the work.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This contract will allow various properties to request the services of steam cleaning.**

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

**Buildings and Grounds does not have the personnel or expertise.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

This vendor had the best pricing for the job.

d. Last bid date: 05/01/2016 Anticipated re-bid date: 04/01/2020

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	csweeney	06/13/2016 07:43:28 AM
Division Approval	csweeney	06/13/2016 07:43:33 AM
Department Approval	csweeney	06/13/2016 07:43:37 AM
Contract Manager Approval	ssands	06/13/2016 08:42:17 AM
Budget Analyst Approval	jrodrig9	06/19/2016 20:45:07 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **15430** Amendment Number: **1**

Legal Entity Name: **VARSITY CONTRACTORS, INC.**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION** Contractor Name: **VARSITY CONTRACTORS, INC.**

Agency Code: **082** Address: **2151 CENTURY WAY**

Appropriation Unit: **1349-12** City/State/Zip: **BOISE, ID 83715**

Is budget authority available?: **Yes** Contact/Phone: **800-625-5900**

If "No" please explain: **Not Applicable** Vendor No.: **T29004070**

NV Business ID: **NV19771003754**

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 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Building Rent Income Fees</b>

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/01/2014**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **05/31/2018**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Janitorial Services**

## 5. Purpose of contract:

**This is the first amendment of the original contract which provided janitorial services, including semi-annual hard floor & carpet cleanings, and annual blind and window cleanings, for the Department of Wildlife and the Department of Agriculture in Las Vegas. This amendment reduces the contract amount from \$69,333.20 to \$43,420.08 due to Department of Agriculture located at 2300 McLeod Street, Las Vegas, moving from this location, and as such, services for the Department of Agriculture are no longer required.**

## 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$69,333.20	\$69,333.20	\$69,333.20	Yes - Action
2. Amount of current amendment (#1):	-\$25,913.12	-\$25,913.12	-\$25,913.12	Yes - Info
3. New maximum contract amount:	\$43,420.08			

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

State buildings need to be cleaned.

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

Lack of manpower and equipment.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

This vendor presented the lowest bid.

d. Last bid date: 02/18/2014 Anticipated re-bid date: 02/18/2018

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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:

May 2010 to May 2014 - Buildings and Grounds; Quality of 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)?

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	csweeney	07/01/2016 07:47:58 AM
Division Approval	csweeney	07/01/2016 07:48:02 AM
Department Approval	csweeney	07/01/2016 07:48:04 AM
Contract Manager Approval	ssands	07/07/2016 13:44:05 PM
Budget Analyst Approval	jrodrig9	07/14/2016 22:53:59 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17328**Amendment  
Number: **1**Agency Name: **ADMIN - STATE PUBLIC WORKS  
DIVISION**Legal Entity  
Name: **XCEL MAINTENANCE SERVICES, INC.**Agency Code: **082**Contractor Name: **XCEL MAINTENANCE SERVICES, INC.**Appropriation Unit: **1349-12**Address: **8920 COLORFUL PINES AVE.**Is budget authority  
available?: **Yes**City/State/Zip **LAS VEGAS, NV 89143-4403**

If "No" please explain: Not Applicable

Contact/Phone: **702-355-3895**Vendor No.: **T81103343**NV Business ID: **NV20021426879**To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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 %	<b>X</b>	Fees	<b>100.00 % Buildings and Grounds Rental Income Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of  
Examiner's approval? **No** or b. other effective date **12/28/2015**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **08/30/2016**

Termination Date:

Contract term: **338 days**4. Type of contract: **Contract**Contract description: **Janitorial Services**

5. Purpose of contract:

**This is the first amendment to the original contract, which continues ongoing janitorial services at the Henderson Welfare and Supportive Services facility located at 520 S Boulder Highway. This amendment extends the termination date from August 30, 2016 to November 30, 2016 and increases the maximum amount from \$27,450 to \$42,700 due to the continued need for these services.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$27,450.00	\$27,450.00	\$27,450.00	Yes - Info
2. Amount of current amendment (#1):	\$15,250.00	\$15,250.00	\$42,700.00	Yes - Info
3. New maximum contract amount:	\$42,700.00			
and/or the termination date of the original contract has changed to:	11/30/2016			

**II. JUSTIFICATION**

7. What conditions require that this work be done?



State buildings must be kept clean for the public and state employees safety.

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

Buildings & Grounds does not have the manpower to adequately provide this service.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

- a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

This vendor has been cleaning this facility and the original contract expired before this contract could be put in place. This is an emergency contract ,until an RFP can be completed.

d. Last bid date: 12/09/2015 Anticipated re-bid date: 05/01/2016

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:

Buildings and Grounds, LV from 200 to present 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:

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	06/29/2016 12:50:32 PM
Division Approval	csweeney	06/29/2016 12:50:38 PM
Department Approval	csweeney	06/29/2016 12:50:43 PM
Contract Manager Approval	ssands	06/29/2016 13:00:28 PM
Budget Analyst Approval	jrodrig9	07/14/2016 21:56:11 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17964**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: **EL AERO SERVICES LLC**Contractor Name: **EL AERO SERVICES LLC**Address: **2101 ARROWHEAD DRIVE**City/State/Zip: **CARSON CITY, NV 89706**Contact/Phone: **775-883-1500**Vendor No.: **PUR0005822**NV Business ID: **NV20151415893**To what State Fiscal Year(s) will the contract be charged? **2017-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % BUILDINGS AND GROUNDS RENTAL INCOME FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/14/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **3 years and 352 days**4. Type of contract: **Contract**Contract description: **Helicopter flights**

5. Purpose of contract:

**This is a new contract to provide helicopter flights into the back country above and around Marlette Hobart Water System Range where the water system cannot be accessed by vehicles or equipment in cases of emergencies, critical systems repairs and/or inspections.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Payment for services will be made at the rate of \$960.00 per flight hour

Other basis for payment: \$960.00 per flight hour, on the Bell 206B111 (Jet Ranger) minimum flight hours per day range from 1.0 to 3.5 hours. The cost to use the Bell 206L4T/R (Longranger) is \$1450 per flight hour. Minimum flight hours per day range from 1.0 to 3.5 hours. The fuel support vehicle is: \$1.83 per dispatched mile. Per Diem: Federal Per Diem Rate per crew member

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Marlette Lake does not have accessible equipment to go into remote areas - weather conditions are a contributing factor along with the terrain.**

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

**Buildings and Grounds does not have the equipment or personnel to fly into the mountains surrounding designated area.**

9. Were quotes or proposals solicited?

**Yes**

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Statewide Open Solicitation of Interest

b. Solicitation Waiver: **Not Applicable**

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

El Aero Services is the only helicopter service in Carson City.

d. Last bid date: 04/01/2016 Anticipated re-bid date: 05/01/2020

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 **Domestic Limited-Liability Company**

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	06/24/2016 07:32:14 AM
Division Approval	csweeney	06/24/2016 07:32:17 AM
Department Approval	csweeney	06/24/2016 07:32:20 AM
Contract Manager Approval	ssands	06/29/2016 12:53:37 PM
Budget Analyst Approval	jrodrig9	07/14/2016 22:08:03 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: **15525**Amendment Number: **1**Legal Entity Name: **AUSENCO PSI LLC**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Contractor Name: **AUSENCO PSI LLC**Agency Code: **082**Address: **1150 Financial Blvd.**Appropriation Unit: **1550-27****Suite 10**Is budget authority available?: **Yes**City/State/Zip **Reno, NV 89502**

If "No" please explain: Not Applicable

Contact/Phone: **775-828-9595**

Vendor No.:

NV Business ID: **NV19921050131**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 %	<b>X</b> Bonds	<b>2.00 %</b>
Highway Funds	0.00 %	<b>X</b> Other funding	<b>98.00 % Transfer from Treasurer - Reallocated Bond Authority</b>

Agency Reference #: **95758**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/13/2014**Anticipated BOE meeting date **07/2016**Retroactive? **Yes**

If "Yes", please explain

**This amendment was mistakenly entered under CETS contract #17314 - Phase 2 of the Lovelock Correctional Center Door Control Panel Upgrade CIP project. The technical correction has been made and this amendment is now submitted to correctly associate amendment #1 with Phase I of the project. This correction is need in order for the agency to be able to submit amendment #2 for this project.**

3. Previously Approved **06/30/2017**

Termination Date:

Contract term: **3 years and 49 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 Phase 1 of the Lovelock Correctional Center Door Control Panels Upgrade CIP project; Project No. 13-M06; Contract No. 95758. This amendment increases the maximum amount from \$302,858 to \$320,058 for additional contract administration time and additional programming for the Nevada Offender Tracking Information System.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$302,858.00	\$302,858.00	\$302,858.00	No
2. Amount of current amendment (#1):	\$17,200.00	\$17,200.00	\$17,200.00	Yes - Info
3. New maximum contract amount:	\$320,058.00			

**II. JUSTIFICATION**

7. What conditions 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:

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:  
 Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	06/09/2016 11:05:42 AM
Division Approval	dgrimm	06/09/2016 11:13:58 AM
Department Approval	dgrimm	06/09/2016 11:14:08 AM
Contract Manager Approval	dgrimm	06/09/2016 11:20:09 AM
Budget Analyst Approval	jrodrig9	07/14/2016 15:11:51 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17833**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **All Appropriations**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 expenditure authority will be funded by NDOT.

Legal Entity Name: **AECOM TECHNICAL SERVICES, INC.**Contractor Name: **AECOM TECHNICAL SERVICES, INC.**Address: **AECOM TECHNOLOGY CORPORATION****One East 1st Street**City/State/Zip: **RENO, NV 89501**Contact/Phone: **775-337-9565**Vendor No.: **T29025012**NV Business ID: **NV19901019462**To what State Fiscal Year(s) will the contract be charged? **2017-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Agency funded CIP</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/14/2016**Anticipated BOE meeting date **08/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **3 years and 352 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 Marlette Lake Waterline Crossing at US Highway 395 and Hobart Road: CIP Project No. 16-A004.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,816.00**

Other basis for payment: Monthly progress payments based on services provided.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**2016 Agency 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:

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	05/13/2016 09:49:51 AM
Division Approval	dgrimm	05/13/2016 09:49:54 AM
Department Approval	dgrimm	05/13/2016 10:19:12 AM
Contract Manager Approval	dgrimm	07/06/2016 09:07:45 AM
Budget Analyst Approval	jrodrig9	07/14/2016 21:20:36 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: **17942**Agency Name: **ADMIN - ENTERPRISE IT SERVICES**Agency Code: **180**Appropriation Unit: **1386-16**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CURTIS & SONS CONSTRUCTION INC**Contractor Name: **CURTIS & SONS CONSTRUCTION INC**Address: **PO BOX 2911**City/State/Zip: **MINDEN, NV 89423-2911**Contact/Phone: **775/782-2728**Vendor No.: **T27012921**NV Business ID: **NV19931037528**To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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 %	<b>X</b>	Fees	<b>100.00 % User Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: ASD #: 2224429

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/24/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **1 year and 6 days**4. Type of contract: **Contract**Contract description: **Vault Maintenance**

5. Purpose of contract:

**This is a new contract that continues ongoing maintenance on all Capitol Complex vault infrastructure and ensures they do not fail due to man-made or natural disasters.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,050.00**

Other basis for payment: A cost of \$7,350 per vault (there are 3 vaults) with the total contract payable upon approved invoice.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**To keep the basic infrastructure of all Capitol Complex vaults in optimum working order to ensure the State infrastructure does not fail due to man-made or natural disasters affecting Capitol Complex fiber optic data conduit systems.**

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

**EITS does not have the staff to accomplish this ongoing project, but local vendor's have the equipment and staff to do this project on an ongoing basis.**

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):



Cruz Construction  
PAR Electrical Contractors  
Curtis and Sons Construction  
Q&D Construction

b. Solicitation Waiver: **Not Applicable**

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

Lowest bidder.

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:

10/12/2010 through 06/30/2014 for Department of Administration, Enterprise IT Services Division.

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	06/22/2016 13:31:46 PM
Division Approval	csweeney	06/22/2016 13:31:49 PM
Department Approval	csweeney	06/22/2016 13:31:51 PM
Contract Manager Approval	amarangi	06/22/2016 13:46:57 PM
Budget Analyst Approval	hfield	06/24/2016 15:59:26 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: **17907**Agency Name: **DEPARTMENT OF VETERANS SERVICES**Agency Code: **240**Appropriation Unit: **2561-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Terminix International Company, LLC

Contractor Name: **Terminix International Company, LLC**Address: **1856 Pama Lane, Unit B**City/State/Zip: **Las Vegas, NV 89119-4613**

Contact/Phone: Don Wiggins 702-837-6520

Vendor No.: T80941074

NV Business ID: NV19911004735

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

**X** Federal Funds **65.00 %** Bonds 0.00 %Highway Funds 0.00 % **X** Other funding **35.00 % Private/County**

Agency Reference #: 240

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **07/01/2018**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **NSVH - Pest Control**

5. Purpose of contract:

**This a new contract that continues ongoing pest control services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

Payment for services will be made at the rate of \$175.00 per 2 times a month

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Veterans Administration Standard 51.200(4.3)(h)(4); CFR 483.70(h)(1) - To maintain an effective pest control program so that the facility is free of pests and rodents.

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

Pest control must be performed by a licensed pest control company/business.

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):

Orkin Commercial Services  
Terminix Pest Control  
Stefani's Pest Control

b. Solicitation Waiver: **Not Applicable**

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

Knowledge and experience. Familiarity with the needs of the NSVH.

d. Last bid date: 06/01/2016 Anticipated re-bid date: 06/01/2020

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:

Previous contract with NDVS CETS# 12157 - Services Satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Foreign Limited 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:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	06/03/2016 11:01:57 AM
Division Approval	agarland	06/03/2016 11:02:01 AM
Department Approval	agarland	06/03/2016 11:02:04 AM
Contract Manager Approval	jtheil1	06/03/2016 11:21:55 AM
Budget Analyst Approval	dreynol2	07/01/2016 14:25:35 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: **17947**

Agency Name:	<b>STATE PUBLIC CHARTER SCHOOL AUTHORITY</b>	Legal Entity Name:	<b>INFINITE CAMPUS INC</b>
Agency Code:	<b>315</b>	Contractor Name:	<b>INFINITE CAMPUS INC</b>
Appropriation Unit:	<b>2711-26</b>	Address:	<b>4321 109th Avenue NE</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Blaine, MN 55449</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>Eric Creighton 800-850-2335</b>
		Vendor No.:	<b>T29032839A</b>
		NV Business ID:	<b>NV20121635586</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2016-2017</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Charter School Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/22/2016**

Anticipated BOE meeting date 06/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **1 year and 8 days**4. Type of contract: **Contract**Contract description: **Infinite Campus**

5. Purpose of contract:

**This is a new contract to provide guidance and technical assistance to staff to review current practices and procedures used to manage the Student Information System. The contractor will advise on reorganizing the Infinite Campus application to ensure that functional components needed for application usage are deployed appropriately.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$17,770.00**

Payment for services will be made at the rate of \$150.00 per hour

Other basis for payment: Or \$1,200 per day

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 386.650 says The board of trustees of each school district shall adopt and maintain the program prescribed by the Superintendent of Public Instruction pursuant to subsection 3 for the collection, maintenance and transfer of data from the records of individual pupils to the automated system of information, including, without limitation, the development of plans for the educational technology which is necessary to adopt and maintain the program.**

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

**Student Information Systems are highly specialized software systems used by all Nevada school districts. The State does not have the expertise to write the software.**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 332.195 Joinder or mutual use of contracts by governmental entities. - We are joining a contract of Clark County's, which went through a full-blown RFP and selected Infinite Campus as the most efficient SIS for districts with over 10,000 students. This is the first step in putting all SPCSA students (currently 26,000) onto Infinite Campus.

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

Clark County School District and Washoe County School District both use Infinite Campus as their Student Information System. The Nevada Department of Education has also identified this vendor to be the statewide system for all schools.

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	jhoba2	06/21/2016 21:12:53 PM
Division Approval	jhoba2	06/21/2016 21:12:57 PM
Department Approval	jhoba2	06/22/2016 08:21:48 AM
Contract Manager Approval	khigday	06/22/2016 08:22:03 AM
Budget Analyst Approval	tgreenam	06/22/2016 09:20:10 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17997**Agency Name: **DHHS - AGING AND DISABILITY SERVICES DIVISION**Agency Code: **402**Appropriation Unit: **2363-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NEVADA BROADCASTERS**Contractor Name: **NEVADA BROADCASTERS**Address: **ASSOCIATION  
3900 PARADISE RD. SUITE 279**City/State/Zip: **LAS VEGAS, NV 89169**Contact/Phone: **702/794-4994**Vendor No.: **T80990324**NV Business ID: **NV19941133658**To what State Fiscal Year(s) will the contract be charged? **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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/15/2016**Anticipated BOE meeting date **07/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **09/30/2016**Contract term: **77 days**4. Type of contract: **Contract**Contract description: **Commercial Announcem**

5. Purpose of contract:

**This is a new contract to provide statewide radio campaigns for our Senior Tax Assistance Rebate program. These campaigns will use Non-Commercial Sustaining Announcements/Public Education Partnership program for a robust two-month campaign to get the message out to the residents of Nevada, age 65 and older, to make them aware of the property tax rebate.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Payment for services will be made at the rate of \$0.00 per As Invoiced

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Senior Tax Assistance Rebate (STAR) program is tasked with broadcasting the message on how to qualify for a property tax rebate for residents of Nevada that are 65+. The best way to reach the state as a whole is to contract with an entity that has the ability to reach the entire state. NVBA has radio stations in all areas of Nevada.

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

Our agency does not have the expertise or the required studio equipment to provide these services. NVBA is a non-profit entity which works in association with the National Broadcasters Associations. NVBA has unique access, information, skills and abilities that are unavailable via any for-profit organization or any Nevada entity.

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?

The NVBA is the only entity of it's kind in the state.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

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:

ADSD current contract for SMP program-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	dbowma1	07/13/2016 14:45:31 PM
Division Approval	dbowma1	07/13/2016 14:45:36 PM
Department Approval	ecreceli	07/14/2016 08:23:25 AM
Contract Manager Approval	jpruneau	07/14/2016 09:49:37 AM
Budget Analyst Approval	bwooldri	07/14/2016 13:22:37 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: **17921**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	UNICON
Agency Code:	<b>406</b>	Contractor Name:	<b>UNICON</b>
Appropriation Unit:	<b>3161-95</b>	Address:	<b>1421 E. Sunset Rd., Suite 11</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Las Vegas, NV 89119</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Jonathan Cutler 702-778-3050
		Vendor No.:	Pending
		NV Business ID:	NV20101282614
To what State Fiscal Year(s) will the contract be charged?	<b>2016-2017</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C15577

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/17/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **Yes**

If "Yes", please explain

**The contract manager misinterpreted an approval in CETS and authorized work to begin on June 17, 2016. This contract manager has been instructed that authorization to begin contract work is not given until he is notified by division's contracting unit of the contract's approval.**

3. Termination Date: **11/30/2016**Contract term: **166 days**4. Type of contract: **Contract**Contract description: **concrete repair**

5. Purpose of contract:

**This is a new contract to provide concrete and asphalt pavement repair and repaving services to walkways and parking lots on the campus.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,500.00**

Other basis for payment: \$45,947.18 for completion of service outlined in the RFP plus \$3,552.82 in contingency for any unforeseen occurrences.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

NRS 331.080 authorizes expenditures for maintenance and repair and to meet Joint Commission life safety and environment of care standards it is necessary to keep walkways and parking lot pavements in good repair and condition for the safety and well being of staff, clients and visitors

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

Currently there are not available FTE employees with the necessary training, knowledge or equipment necessary to perform these functions.

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):

Preferred Concrete Contracting  
Hiniker Striping, Inc.  
Ace Asphalt  
UNICON, LLC

b. Solicitation Waiver: **Not Applicable**

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

This vendor was selected as the lowest responsible vendor bidding for the service

d. Last bid date: 02/01/2016 Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	chadwic1	06/15/2016 14:28:40 PM
Division Approval	chadwic1	06/15/2016 14:28:43 PM
Department Approval	jkolenut	06/17/2016 10:35:58 AM
Contract Manager Approval	rfine	06/17/2016 13:09:15 PM
Budget Analyst Approval	nhovden	07/08/2016 11:51:30 AM

BRIAN SANDOVAL  
Governor

RICHARD WHITLEY, MS  
Director

STATE OF NEVADA



CODY L. PHINNEY, MPH  
Administrator

LEON RAVIN, MD  
Acting 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) 684-4200 · Fax: (775) 684-4211

July 5, 2016

MEMORANDUM

TO: Nikki Hovden  
Budget Analyst  
Budget Division

THROUGH: Mark Winebarger  
Administrative Services Officer IV  
Division of Public and Behavioral Health

FROM: Joanne Malay, MPH, RN  
Hospital Administrator  
Southern Nevada Adult Mental Health Services

SUBJECT: REQUEST FOR RETROACTIVE START DATE OF CONTRACT – UNICON (CETS #17921)

The purpose of this contract is for the provision of repair and maintenance work of asphalt and concrete surfaces on the Southern Nevada Adult Mental Health Services Campus. Regrettably, the agency's contract manager misinterpreted a budget approval date in CETS to mean budget division approval and authorized work to begin on June 17, 2016 prior to actual Budget Division Analyst approval and full execution of the contract.

We therefore request that this contract be accepted with a retroactive start date of June 17, 2016. This contract will be paid from FY16 Deferred Maintenance funds. All remaining unspent FY16 Deferred Maintenance funds will balance forward to FY17.

Our agency's contract manager has been instructed that authorization to begin contract work will not be given, in the future, until notification and approval by the Division of Public and Behavioral Health's contracting unit.

Thank you for your consideration in this matter.

CC: Rick Morse, Management Analyst II  
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 CONTRACT**1. Contract Number: **15307**Amendment Number: **2**Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**Legal Entity Name: **Aithent, Inc.**Agency Code: **406**Contractor Name: **Aithent, Inc.**Appropriation Unit: **3216-04**Address: **19 Fulton St. Ste. 408**Is budget authority available?: **Yes**City/State/Zip **New York, NY 10038-2123**

If "No" please explain: Not Applicable

Contact/Phone: **ayu@aithent.com 212-725-7646**Vendor No.: **T32002745**NV Business ID: **NV20141059063**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 %	<b>X</b>	Fees	<b>100.00 % 3601 Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **14294**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/11/2014**Anticipated BOE meeting date **08/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **03/31/2018**Contract term: **4 years and 21 days**4. Type of contract: **Contract**Contract description: **One-Stop System**

5. Purpose of contract:

**This is the second amendment to the original contract, which provides ongoing implementation of a comprehensive, web-based licensing (licensing, permitting, registration, certification) and regulatory system (inspections and complaints) for health facilities, clinical laboratories, child care facilities, food handling establishments, dietitians, music therapists, emergency medical services, medical marijuana establishments and users, and other entities within the division. This amendment increases the maximum amount from \$1,459,000 to \$1,477,850 to expand our current web-based licensing system.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,279,000.00	\$1,279,000.00	\$1,279,000.00	Yes - Action
a. Amendment 1:	\$180,000.00	\$180,000.00	\$180,000.00	Yes - Action
2. Amount of current amendment (#2):	\$18,850.00	\$18,850.00	\$18,850.00	Yes - Info
3. New maximum contract amount:	\$1,477,850.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Current, manual licensing system does not meet the new law which requires the Division to make available the ability for individuals to submit forms electronically in a secure manner. Antiquated manual systems lead to inefficiencies, poor customer service, back log in work and inefficient revenue collection. The goal of the Health Division is to create a single-point of licensing access for Health Facilities, Clinical Laboratories, Child Care Facilities, Food Handling Establishments, Dietitians, Music Therapists, Emergency Medical Services (EMS) and other entities within the Health Division.

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

State employees lack the expertise and resources to perform the work.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

- a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3079, 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: 09/01/2017

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:

From 3/11/2014 to present with the original contract - performance 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	chadwic1	06/24/2016 12:56:40 PM
Division Approval	chadwic1	06/24/2016 12:56:42 PM
Department Approval	ecreceli	06/28/2016 09:35:08 AM
Contract Manager Approval	rmorse	06/30/2016 12:34:42 PM
DoIT Approval	csweeney	06/30/2016 14:32:14 PM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17992**Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**Agency Code: **406**Appropriation Unit: **3218-09**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: John Snow, Inc.

Contractor Name: **John Snow, Inc.**Address: **44 Farnsworth Street**City/State/Zip **Boston, MA 02210-1211**

Contact/Phone: (617) 482-94

Vendor No.: T29037588

NV Business ID: NV20161335509

To what State Fiscal Year(s) will the contract be charged? **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 %

Agency Reference #: C 15638

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/08/2016**

Anticipated BOE meeting date 08/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **03/31/2017**Contract term: **266 days**4. Type of contract: **Contract**Contract description: **Development Training**

5. Purpose of contract:

**This is a new contract to provide training to improve statewide databases and enhance compatibility with the Shortage Designation Management System.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,210.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Supplemental funding awarded for data development for the health professional shortage designation process includes contract with John Snow, Incorporated to provide expert training.

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 skills or 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):

HPSA Acumen  
Center for Health Workforce Studies  
John Snow, Inc.

b. Solicitation Waiver: **Not Applicable**

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

This vendor provided the best quote and expertise as well as recommendation in the grant.

d. Last bid date: 07/05/2016 Anticipated re-bid date: 01/17/2017

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:  
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	chadwic1	07/07/2016 16:30:59 PM
Division Approval	chadwic1	07/07/2016 16:31:04 PM
Department Approval	ecreceli	07/07/2016 17:23:26 PM
Contract Manager Approval	rmorse	07/08/2016 10:24:27 AM
Budget Analyst Approval	nhovden	07/08/2016 11:08:02 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17925**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	<b>ALZHEIMERS ASSOCIATION</b>
Agency Code:	<b>406</b>	Contractor Name:	<b>ALZHEIMERS ASSOCIATION</b>
Appropriation Unit:	<b>3219-00</b>	Address:	<b>N. CA and N. NV CHAPTER 3675 Mt. Diablo Blvd., Ste 250</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Lafayette, CA 94549</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>408-372-9936</b>
		Vendor No.:	<b>T81093479</b>
		NV Business ID:	<b>NV19911020830</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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 %	<b>X Other funding</b>	<b>100.00 % Revenue</b>

Agency Reference #: **C 15416**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2016**Anticipated BOE meeting date **08/2016**Retroactive? **Yes**

If "Yes", please explain

**This is a revenue contract needed to receive funds (\$22,500) from the Alzheimer's Association to add the Care Givers Module to the 2016 Behavioral Risk Factor Surveillance Survey (BRFSS). This survey began on January 1, 2016. We attempted to amend the previous contract but due to processing time it was not possible to acquire signatures before it expired on December 31, 2016. Therefore, not wanting to interrupt the revenue stream, this new contract has been prepared.**

3. Termination Date: **12/31/2016**Contract term: **1 year**4. Type of contract: **Revenue Contract**Contract description: **BRFSS Survey**

5. Purpose of contract:

**This is a new revenue contract that continues to provide survey services by incorporating the Caregivers Module in the Nevada 2016 Behavioral Risk Factor Surveillance System used to survey Nevada residents.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,500.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Alzheimer's Association requires that a survey be done to address the issue of cognitive impairment. The State Biostatistician has the ability to perform the survey.

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

The work is being done by the state.

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:

The vendor has performed services for DPBH since 12/2011 - 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	chadwic1	06/16/2016 19:05:57 PM
Division Approval	chadwic1	06/16/2016 19:05:59 PM
Department Approval	ecreceli	06/21/2016 10:24:03 AM
Contract Manager Approval	rmorse	06/22/2016 10:39:08 AM
Budget Analyst Approval	bwooldri	06/27/2016 08:16:28 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **15884**Amendment Number: **1**Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**Legal Entity Name: **PAMELA CLARK**Agency Code: **406**Contractor Name: **PAMELA CLARK**Appropriation Unit: **3645-04**Address: **9756 N VIRGINIA ST**Is budget authority available?: **Yes**City/State/Zip **RENO, NV 89506-9121**

If "No" please explain: Not Applicable

Contact/Phone: **775/842-8475**Vendor No.: **T29026264**NV Business ID: **NV20101801218**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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **C 14614**

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 **08/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2016**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Client Haircuts**

5. Purpose of contract:

**This is the first amendment to the original contract which provides haircuts and beard trims to clients confined to Lake's Crossing Center on a monthly basis at the request of authorized agency personnel. This amendment extends the termination date from June 30, 2016 to June 30, 2018 and increases the maximum amount from \$5,000 to \$15,000 due to the continued and increased need for these services.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$5,000.00	\$5,000.00	\$5,000.00	No
2. Amount of current amendment (#1):	\$10,000.00	\$15,000.00	\$15,000.00	Yes - Info
3. New maximum contract amount:	\$15,000.00			
and/or the termination date of the original contract has changed to:	06/30/2018			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Pursuant to NAC444.335, clients need to have their hair groomed and beards trimmed for personal hygiene purposes. The facility must provide these services to assure the hygienic needs of all clients.

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

Current staff is not appropriately classified/licensed or available to perform these necessary services.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Not chosen in preference to others, as this was the only vendor who submitted a bid and was willing to provide these services in a forensic facility.

d. Last bid date: 06/10/2014 Anticipated re-bid date: 05/31/2018

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:

Provided services since 7/1/2014 - 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	chadwic1	06/16/2016 19:03:30 PM
Division Approval	chadwic1	06/16/2016 19:03:32 PM
Department Approval	ecreceli	06/21/2016 10:27:26 AM
Contract Manager Approval	rmorse	06/22/2016 10:51:19 AM
Budget Analyst Approval	nhovden	06/27/2016 11:10:41 AM

BRIAN SANDOVAL  
*Governor*

RICHARD WHITLEY, MS  
*Director*

STATE OF NEVADA



CODY L. PHINNEY, MPH  
*Administrator*

LEON RAVIN, MD  
*Acting 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) 684-4200 · Fax: (775) 684-4211

July 27, 2016

**MEMORANDUM**

**TO:** Bessie Wooldridge  
*Budget Analyst  
Budget Division*

**THROUGH:** Mark Winebarger  
*Administrative Services Officer IV  
Division of Public and Behavioral Health*

**FROM:** Julia Peek  
*Deputy Administrator  
Community Services*

**SUBJECT:** REQUEST FOR RETROACTIVE START DATE OF CONTRACT – Alzheimer's Association (CETS #17925)

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This is a revenue contract needed to receive funds (\$22,500) from the Alzheimer's Association to add the Care Givers Module to the 2016 Behavioral Risk Factor Surveillance Survey (BRFSS). This survey began on January 1, 2016. We attempted to amend the previous contract but due to processing time it was not possible to acquire signatures before it expired on December 31, 2016. Therefore, not wanting to interrupt the revenue stream, this new contract has been prepared.

We therefore request that this contract be accepted with a retroactive start date of January 1, 2016. Without the approval of this contract it will not be possible for the BRFSS program to recover these funds used to pay a portion of the data collection contracts. In the future we will start this process earlier allowing time to acquire signatures before the contract expires.

If you have any questions concerning this matter please feel free to contact me, Bradford Towle at (775) 684-4243 or at [btowle@health.nv.gov](mailto:btowle@health.nv.gov).

Thank you for your consideration in this matter.

CC: Rick Morse, Management Analyst II  
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 CONTRACT**1. Contract Number: **17801**Agency Name: **DHHS - WELFARE AND SUPPORTIVE SERVICES**Agency Code: **407**Appropriation Unit: **3233-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DEPENDABLE HIGHWAY EXPRESS**Contractor Name: **DEPENDABLE HIGHWAY EXPRESS**Address: **PO BOX 58047**City/State/Zip: **LOS ANGELES, CA 90058-0047**Contact/Phone: **323/526-2222**Vendor No.: **T29023944A**NV Business ID: **NV20101247012**To what State Fiscal Year(s) will the contract be charged? **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.

<b>X</b>	General Funds	<b>30.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>70.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **Freight Shipping**

5. Purpose of contract:

**This is a new contract that continues ongoing services for the division's publications unit to provide commercial freight delivery services for printed paper products originating at the Central Office in Carson City to the Rancho Drive office in Las Vegas. The publications unit publishes over 900 types of forms and envelopes, which are used by the public, clients, and staff and distributes them to all northern district and field offices and to one southern location for further distribution.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,113.00**

Other basis for payment: Actual per Invoice

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The DWSS Publications unit publishes over 900 types of forms and envelopes for all DWSS district and field offices. Commercial freight delivery service to a central location in Southern Nevada allows for fast and cost effective distribution.

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? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Dependable Highway Express  
Puliz Moving & Storage  
OnTime EveryTime Logistics

b. Solicitation Waiver: **Not Applicable**

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

Vendor was selected as the lowest responsible vendor.

d. Last bid date: 04/13/2016 Anticipated re-bid date: 04/01/2017

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:

Currently under contract with DWSS and performing satisfactorily.

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	05/23/2016 15:18:43 PM
Division Approval	msmit5	06/16/2016 07:36:47 AM
Department Approval	ecreceli	06/22/2016 16:29:35 PM
Contract Manager Approval	sjon23	06/23/2016 15:55:14 PM
Budget Analyst Approval	nhovden	06/27/2016 17:29:34 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: **15320**Amendment Number: **6**Legal Entity Name: **CHASE GLOBAL SERVICES**Agency Name: **DHHS - WELFARE AND SUPPORTIVE SERVICES**Contractor Name: **CHASE GLOBAL SERVICES**Agency Code: **407**Address: **321 CHENEY ST**Appropriation Unit: **3238-18**Is budget authority available?: **Yes**City/State/Zip **RENO, NV 89502**

If "No" please explain: Not Applicable

Contact/Phone: **775/287-9120**Vendor No.: **T29028922**NV Business ID: **NV20031499282**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.

<b>X</b>	General Funds	<b>4.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>96.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **RFP #3068**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/11/2014**Anticipated BOE meeting date **08/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2016**Contract term: **2 years and 296 days**4. Type of contract: **Contract**Contract description: **Correspondence Manag**

5. Purpose of contract:

**This is the sixth amendment to the original contract which provides a Correspondence Management Solution related to the Medicaid and Child Support Enforcement programs to 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 \$3,252,750.00 to \$3,266,489.90, revises Attachment AA - Deliverable Payment Schedule and extends the termination date from June 30, 2016 to December 31, 2016 in order to complete development and testing.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$2,161,009.90	\$2,161,009.90	\$2,161,009.90	Yes - Action
a. Amendment 1:	\$230,680.00	\$230,680.00	\$230,680.00	Yes - Action
b. Amendment 2:	\$308,310.10	\$308,310.10	\$308,310.10	Yes - Action
c. Amendment 3:	\$552,750.00	\$552,750.10	\$552,750.10	Yes - Action
d. Amendment 4:	\$0.00	\$0.10	\$0.10	No
e. Amendment 5:	\$0.00	\$0.10	\$0.10	No
2. Amount of current amendment (#6):	\$13,739.90	\$13,740.00	\$13,740.00	Yes - Info

3.	New maximum contract amount:	\$3,266,489.90
	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?  

The workflow processes currently used to generate outbound correspondence is in the process of being redesigned. More development and testing is required.
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):  

EMC Corporation  
 Hewlett-Packard Company  
 Carahsoft Technology Corp.  
 Chase Global Services
- 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	06/21/2016 13:19:47 PM
Division Approval	msmit5	06/23/2016 12:40:26 PM
Department Approval	ecreceli	06/24/2016 16:54:17 PM
Contract Manager Approval	sjon23	06/27/2016 12:54:52 PM
DoIT Approval	bbohbm	06/27/2016 14:47:51 PM
Budget Analyst Approval	nhovden	06/28/2016 13:17:18 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: **17872**

Agency Name:	<b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name:	Clark County School District
Agency Code:	<b>409</b>	Contractor Name:	<b>Clark County School District</b>
Appropriation Unit:	<b>3148-14</b>	Address:	<b>4204 Channel 10 Drive</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Las Vegas , NV 89119</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Dr. Robert Henry 702-799-8560
		Vendor No.:	T40231800
		NV Business ID:	Government Entity
To what State Fiscal Year(s) will the contract be charged?	<b>2016</b>		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/24/2016**

Anticipated BOE meeting date 06/2016

Retroactive? **Yes**

If "Yes", please explain

3. Termination Date: **06/30/2016**Contract term: **126 days**4. Type of contract: **Interlocal Agreement**Contract description: **Educational Services**

5. Purpose of contract:

**This is a new interlocal agreement to provide education services for youth mandated by Nevada Revised Statutes 63.210.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$33,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Due to the nature of the facility and the youths that are placed at SVYC, the additional days of schooling are needed for the safety and education of both the students and staff. SVYC is a 24/7 facility that must ensure the youths are engaged in productive activities that are both beneficial and educational to keeping sure the youths stay on track and out of mischief.

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

Licensed school teachers are required for proper academics and to ensure credits will be received.

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?

In accordance with NRS 277.180, the Agency has contracted with the Clark County School District to provide education services to the youth in residence at Summit View Youth Center.

There are no indirect rates associated with this 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	dander16	06/29/2016 15:00:25 PM
Division Approval	aroukie	07/01/2016 16:11:54 PM
Department Approval	ecreceli	07/01/2016 16:33:07 PM
Contract Manager Approval	sknigge	07/05/2016 09:36:35 AM
Budget Analyst Approval	dreynol2	07/06/2016 10:07:34 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17850**

Agency Name:	<b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name:	Plumb Line Mechanical, Inc.
Agency Code:	<b>409</b>	Contractor Name:	<b>Plumb Line Mechanical, Inc.</b>
Appropriation Unit:	<b>3259-95</b>	Address:	<b>449 West Commercial Street</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Elko, NV 89801</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Tino Ayala 775-753-7586
		Vendor No.:	T29024917
		NV Business ID:	NV20041377558

To what State Fiscal Year(s) will the contract be charged? **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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 06/2017

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **Heater Installation**

5. Purpose of contract:

**This is a new contract for the installation of heaters in the shop areas.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,997.73****II. JUSTIFICATION**

7. What conditions require that this work be done?

**This is an approved Deferred Maintenance project that requires an outside vendor to complete the work.**

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

**The staff employed at NYTC do not have the expertise needed for the proper installation of the heaters.**

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):

Snyder Mechanical  
Plumb Line Mechanical  
Charles Chester Plumbing & Heating

b. Solicitation Waiver: **Not Applicable**

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

**This was the lowest responsible vendor.**

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 has done work for DCFS in the past. Service was satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aroukie	06/24/2016 12:40:10 PM
Division Approval	aroukie	06/24/2016 12:40:14 PM
Department Approval	ecreceli	06/28/2016 13:35:53 PM
Contract Manager Approval	sknigge	06/28/2016 16:04:10 PM
Budget Analyst Approval	dreynol2	07/01/2016 11:13:26 AM

BRIAN SANDOVAL  
Governor

RICHARD WHITLEY, MS  
Director  
Dept. of Health & Human Services



STATE OF NEVADA  
DEPARTMENT OF HEALTH & HUMAN SERVICES  
**SUMMIT VIEW YOUTH CENTER**  
5730 Range Rd. Las Vegas, Nevada 89115  
Telephone (702) 668-4747 Fax (702) 668-4763

KELLY WOOLDRIDGE  
Administrator  
Division of Child and Family Services

ROSS ARMSTRONG  
Deputy Administrator

MICHAEL L. FLETCHER  
Superintendent  
Summit View Youth Center

## MEMORANDUM

TO: Jim Wells, Director  
Governor's Finance Office

THROUGH: Kelly Wooldridge, Administrator  
Division of Child and Family Services

FROM: Corrina Church, Administrative Services Officer,  
Division of Child and Family Services

DATE: May 24, 2016

SUBJECT: Retroactive Contract – CCSD INTERLOCAL AGREEMENT,  
Educational Services at Summit View Youth Center

---

A retroactive effective date of February 24, 2016 is requested for the Contract between the Division of Child and Family Services (DCFS) - Summit View Youth Center (SVYC) and the Clark County School District (CCSD), by and through its Education Services Division.

The Division of Child and Family Services opened the Summit View Youth Center on 02/24/2016. DCFS requested that CCSD provide for 24 additional days of instruction/education (4 days during Spring Break Week and 20 instructional days in June) to be delivered during the 2015-16 school year. The additional CCSD personnel costs are identified as \$33,000.00.

The Division is requesting retroactive contract approval to ensure payment of the \$33,000.00 to CCSD for the 24 additional days of instruction/education that is crucial to the youth's success at SVYC.

Thank you for your consideration of this request. If you have any questions, please do not hesitate to contact me at 702-668-4758.

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17865**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3259-95**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Justin Saxon

Contractor Name: **Skyline Construction**Address: **196 Emigrant Trail #13**City/State/Zip: **Spring Creek, NV 89815**

Contact/Phone: Pace Saxton 775-744-2580

Vendor No.:

NV Business ID: NV20151181820

To what State Fiscal Year(s) will the contract be charged? **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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 06/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **Walkway Replacement**

5. Purpose of contract:

**This is a new contract for the replacement of the walkway and steps in front of the administration building.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,998.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The steps into the Administration Building are deteriorating and causing a safety concern.**

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

**None of the staff have the expertise to repair and replace the existing stairs and concrete.**

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):

Mondern Concrete  
Skyline Construction  
Canyon Construction

b. Solicitation Waiver: **Not Applicable**

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

**Skyline Construction was selected as they had the best 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?

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?

No b. If "No", please explain:

Doing Business As

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	aroukie	06/24/2016 12:45:00 PM
Division Approval	aroukie	06/24/2016 12:45:18 PM
Department Approval	ecreceli	06/28/2016 09:40:28 AM
Contract Manager Approval	sknigge	06/28/2016 16:08:50 PM
Budget Analyst Approval	dreynol2	07/01/2016 11:26:59 AM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17459**Agency Name: **DPS-HIGHWAY PATROL**Agency Code: **651**Appropriation Unit: **4713-13**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Las Vegas Metropolitan Police Dept

Contractor Name: **Las Vegas Metropolitan Police Dept**Address: **PO Box 98554**City/State/Zip: **Las Vegas, NV 89193**

Contact/Phone: 702-828-3310

Vendor No.: T80036040

NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2017-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
<b>X Highway Funds</b>	<b>100.00 %</b>	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/14/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2019**Contract term: **2 years and 351 days**4. Type of contract: **Interlocal Agreement**Contract description: **Motorcycle Repair**

5. Purpose of contract:

**This is a new interlocal agreement with the Las Vegas Metropolitan Police Department (LVMPD) to continue to provide repair and maintenance on the Nevada Highway Patrol motorcycles for the Southern Command.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,187.00**

Other basis for payment: \$54.57 per hour for straight time; \$63.73 per hour for overtime

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Patrol motorcycle units require maintenance and repair services.

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

NHP mechanics and employees of other state agencies are not trained to maintain and repair the specific make of motorcycle used by NHP in Southern Command.

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:

Previously under contract with the Department of Public Safety. Work has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	jbrandt	02/01/2016 13:04:12 PM
Division Approval	jdibasil	07/08/2016 16:27:49 PM
Department Approval	mcar2	07/08/2016 16:30:11 PM
Contract Manager Approval	mcar2	07/08/2016 16:30:14 PM
Budget Analyst Approval	jrodrig9	07/14/2016 21:03:04 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: **17849**Amendment  
Number: **1**Agency Name: **DEPARTMENT OF WILDLIFE**Legal Entity  
Name: **LARAY LARSON DBA**Agency Code: **702**Contractor Name: **LARAY LARSON DBA**Appropriation Unit: **1511-91**Address: **BK&L TRUCKING  
3075 W JUPITER STREET  
WINNEMUCCA, NV 89445**Is budget authority  
available?: **Yes**

City/State/Zip

If "No" please explain: Not Applicable

Contact/Phone: **Larry Larson 775/623-1296**Vendor No.: **T29007874**NV Business ID: **NV20111509483**To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **16-61**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **06/01/2016**  
Examiner's approval?Anticipated BOE meeting date **08/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **12/31/2016**  
Termination Date:Contract term: **213 days**4. Type of contract: **Contract**Contract description: **Overton Office**

5. Purpose of contract:

**This is the first amendment to the original contract to provide transportation of a modular office unit from the New Vision RV Park in Winnemucca to the Overton Wildlife Management Area near Overton. This amendment increases the maximum amount from \$4,614 to \$10,635 due to the continued need for these services.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$4,614.00	\$4,614.00	\$4,614.00	No
2. Amount of current amendment (#1):	\$6,021.00	\$10,635.00	\$10,635.00	Yes - Info
3. New maximum contract amount:	\$10,635.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NDOW needs office space on site for 3 full-time WMA employees and one Game Warden for daily operations and maintenance of the area. The previous WMA Office building was damaged by fire in 2012.**

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

**NDOW does not have the expertise or equipment to transport the office unit.**

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):

BK & L Trucking  
 Maga & Repair Trucking  
 Carstruck Transport

b. Solicitation Waiver: **Not Applicable**

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

BK & L Trucking was chosen as they could provide all the necessary work for this project.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

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:

BK & L Trucking is currently under contract with NDOW and performs satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
 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	dwendell	06/17/2016 12:50:56 PM
Division Approval	dwendell	06/17/2016 12:57:34 PM
Department Approval	eobrien	06/17/2016 16:31:48 PM
Contract Manager Approval	dwendell	06/21/2016 08:35:12 AM
Budget Analyst Approval	cpalme2	07/05/2016 14:19:57 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **16925**Amendment Number: **1**Agency Name: **DEPARTMENT OF WILDLIFE**Legal Entity Name: **Lubaway & Associates, Inc.**Agency Code: **702**Contractor Name: **Lubaway & Associates, Inc.**Appropriation Unit: **1511-91**Address: **Valbridge Property Advisors  
3034 S. DURANGO DRIVE SUTE 100**Is budget authority available?: **Yes**City/State/Zip: **LAS VEGAS, NV 89117**

If "No" please explain: Not Applicable

Contact/Phone: **702/242-9369**Vendor No.: **T81038979**NV Business ID: **NV19971194996**To what State Fiscal Year(s) will the contract be charged? **2016-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **16-02**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/17/2015**Anticipated BOE meeting date **08/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **07/15/2016**Contract term: **3 years and 349 days**4. Type of contract: **Contract**Contract description: **Fair Market Appraisal**

5. Purpose of contract:

**This is the first amendment to the original contract to conduct a fair market appraisal of property the State of Nevada is seeking to purchase. This amendment extends the termination date from July 15, 2016, to June 30, 2019, and increases the maximum amount from \$5,500 to \$15,000 due to the continued need for these services.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$5,500.00	\$5,500.00	\$5,500.00	No
2. Amount of current amendment (#1):	\$9,500.00	\$15,000.00	\$15,000.00	Yes - Info
3. New maximum contract amount:	\$15,000.00			
and/or the termination date of the original contract has changed to:	06/30/2019			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

A fair market appraisal is needed before property acquisition.

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

Appraisal requires the services of an expert.

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):

Larry J. Haskell & Associates  
Leck & Associates  
Mark Mummey  
Sheli Lowe, MAI

b. Solicitation Waiver: **Not Applicable**

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

Lowest cost and satisfactory service in the past.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with NDOW and performs 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:

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	dwendell	06/16/2016 11:09:23 AM
Division Approval	dwendell	06/16/2016 11:09:29 AM
Department Approval	eobrien	06/22/2016 11:26:05 AM
Contract Manager Approval	dwendell	06/22/2016 12:27:34 PM
Budget Analyst Approval	cpalme2	07/05/2016 14:22:00 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: **17985**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: Erin Bishop, DBA

Contractor Name: **Erin Bishop, DBA**Address: **Custom Clean Ely  
PO Box 151132**City/State/Zip: **Ely, NV 89315**

Contact/Phone: Erin Bishop 916-812-5551

Vendor No.: T29037609

NV Business ID: NV20161304129

To what State Fiscal Year(s) will the contract be charged? **2017-2018**

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 % Sportsmen Fees**

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 16-73

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/15/2016**

Anticipated BOE meeting date 09/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2018**Contract term: **1 year and 350 days**4. Type of contract: **Contract**Contract description: **Ely Janitorial**

5. Purpose of contract:

**This is a new contract to provide monthly janitorial services to the regional office located in Ely.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,400.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**NDOW office in Fallon requires janitorial services.**

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

**NDOW does not have the proper supplies or staff to do the janitorial work 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):

**Custom Clean Ely  
Nice and Tidy Cleaning  
Fallon Window and Carpet Cleaning**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:  
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   | dwendell | 07/05/2016 11:55:23 AM |
| Division Approval         | lgleason | 07/05/2016 12:19:33 PM |
| Department Approval       | eobrien  | 07/07/2016 17:56:26 PM |
| Contract Manager Approval | dwendell | 07/15/2016 08:19:53 AM |
| Budget Analyst Approval   | cpalme2  | 07/15/2016 08:54:32 AM |



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17990**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4464-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Canyons West Guide Service, LL

Contractor Name: **Canyons West Guide Service, LL**Address: **827 ASHBURN DR**City/State/Zip: **SPRING CREEK, NV 89815-5431**

Contact/Phone: 775/934-2557

Vendor No.: T32002822

NV Business ID: NV20151057902

To what State Fiscal Year(s) will the contract be charged? **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 %	<b>X</b>	Fees	<b>100.00 % Predator Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: 17-01

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/15/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **350 days**4. Type of contract: **Contract**Contract description: **Snowstorm Mtns**

5. Purpose of contract:

**This is a new contract to provide mountain lion removal, collection of biological samples and a recording of all hunt routes locations in the Snowstorm Mountains.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,300.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

To remove mountain lions, collecting biological samples, and recording all hunt routes and important locations on a handheld GPS unit.

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

The Department of Wildlife does not have the needed equipment.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Canyons West Guide Service  
Brian Jansen Ph.D  
Humboldt Wildlifeb. 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:

Vendor worked for NDOW and has 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:

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	dwendell	07/07/2016 10:35:23 AM
Division Approval	Igleason	07/07/2016 10:49:49 AM
Department Approval	eobrien	07/07/2016 17:59:59 PM
Contract Manager Approval	dwendell	07/08/2016 08:35:27 AM
Budget Analyst Approval	cpalme2	07/15/2016 08:19:45 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17926**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4464-14**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **TIM'S TURQUOISE & GEMS, LLC**Contractor Name: **TIM'S TURQUOISE & GEMS, LLC**Address: **562 E. 9th Street**City/State/Zip: **SUN VALLEY, NV 89433-0461**Contact/Phone: **775/673-5234**Vendor No.: **T29023261A**NV Business ID: **NV20041273848**To what State Fiscal Year(s) will the contract be charged? **2017-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Mule Deer Grant</b>

Agency Reference #: **16-68**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/12/2016**Anticipated BOE meeting date **08/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2020**Contract term: **3 years and 354 days**4. Type of contract: **Contract**Contract description: **Mule deer photos**

5. Purpose of contract:

**This is a new contract to provide Mule deer migration and the Pequop Summit Wildlife overpass filming with time-lapse video and processing the end product video. Highlighting the migration of mule deer and the challenges they encounter.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,818.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**Mr. Torell will shoot both photographs and video of mule deer migration and the construction of the Pequop Overpass over a two year span. This work is to show the importance and success of the wildlife overpass projects.**

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

**NDOW does not have the video equipment of the trained personnel to shoot or compile 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):

**Jon Hill  
Ernie Ross  
Tim Turquoise & Gems, LLC.**

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:

Photography for the Nevada Department of Wildlife since December, 2009. Work has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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	dwendell	06/09/2016 13:39:32 PM
Division Approval	lgleaseon	06/10/2016 10:36:28 AM
Department Approval	eobrien	07/05/2016 11:03:51 AM
Contract Manager Approval	dwendell	07/05/2016 13:19:26 PM
Budget Analyst Approval	cpalme2	07/12/2016 14:29:17 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17938**Agency Name: **DCNR - PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4162-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: City of Bullhead City, an Arizona Municipal Corporation

Contractor Name: **City of Bullhead City, an Arizona Municipal Corporation**Address: **2355 Trane Road**City/State/Zip: **Bullhead City, AZ 86442**

Contact/Phone: Ed Catalfamo 928-763-9400

Vendor No.:

NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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 %	<b>X Other funding</b>	<b>100.00 % Revenue contract</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/28/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **08/13/2016**Contract term: **46 days**4. Type of contract: **Revenue Contract**Contract description: **River Regatta**

5. Purpose of contract:

**This is a new revenue contract to reimburse Nevada State Parks for personnel overtime, travel costs and the special use permit for the River Regatta event in the Big Bend State Recreational Area.**

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?

**Approximately 30,000 participants will be floating down the Colorado River and many will be entering BBSRA.**

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

**NA**

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?

Yes If "Yes", please explain

They are part of the State of Arizona.

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This is the 10th year of the River Regatta event at BBSRA. They have satisfactory compliance.

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	sdecrona	06/15/2016 13:24:14 PM
Division Approval	sdecrona	06/15/2016 13:24:17 PM
Department Approval	sdecrona	06/15/2016 13:24:20 PM
Contract Manager Approval	sdecrona	06/15/2016 13:24:27 PM
Budget Analyst Approval	cpalme2	06/28/2016 07:54:59 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17832**

Agency Name:	<b>B&amp;I - REAL ESTATE DIVISION</b>	Legal Entity Name:	Michael G Chapman DBA Chapman Law Firm
Agency Code:	<b>748</b>	Contractor Name:	<b>Michael G Chapman DBA Chapman Law Firm</b>
Appropriation Unit:	<b>3820-15</b>	Address:	<b>9585 Prototype Court Suite C</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Reno, NV 89521</b>
If "No" please explain:	Not Applicable	Contact/Phone:	775-827-1866
		Vendor No.:	T29018708
		NV Business ID:	NV20011462722

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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 %	<b>X</b>	Fees	<b>100.00 %</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/24/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **1 year and 6 days**4. Type of contract: **Contract**Contract description: **Mediator Contract**

5. Purpose of contract:

**This is a new contract to impanel the contractor to the Division's Alternative Dispute Resolution panel. Pursuant to AB370 of the 2013 Legislative Session, 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.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Payment for services will be made at the rate of \$167.00 per hr

Other basis for payment: not to exceed \$250 for 90 minutes or \$500 for 3 hours of mediation.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

NRS38.340 mandates that the Division establish and maintain a list of mediators and arbitrators who are available for mediation and arbitration of claims. AB370 effective October 1, 2013, revises NRS 38 so that mediation will be the mandatory form of resolution. AB370 gives the Division authority to create a Program. The Program will consist of a panel of referees and will provide subsidy up to \$500.00 per claim, if both parties meet the requirements and agree to participate.

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

Mediators, arbitrators and referees must be neutral parties to the claims. The Division (Administrator) administers the process and establishes and maintains the appropriate panels. Therefore, outside vendors are required to maintain neutrality. NAC333.150(2)(b)(4) waives the formal requirements for an RFP.

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):

This is an ongoing informal solicitation on agency website

b. Solicitation Waiver: **Not Applicable**

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

All contractors that meet the training and experience requirements established in the solicitation are selected to serve on the panels. In accordance with NAC 333.150 (6) the formal solicitation requirements are waived, and an ongoing informal solicitation has been posted on the Division's website.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ghilgar	06/02/2016 12:13:08 PM
Division Approval	ghilgar	06/23/2016 14:14:27 PM
Department Approval	knielsen	06/23/2016 14:45:16 PM
Contract Manager Approval	mroller	06/23/2016 15:11:42 PM
Budget Analyst Approval	cschonl1	06/24/2016 14:06:48 PM



**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **17905**

Agency Name: <b>DETR - REHABILITATION DIVISION</b>	Legal Entity Name: <b>ROYAL REFRIGERATION INC</b>
Agency Code: <b>901</b>	Contractor Name: <b>ROYAL REFRIGERATION INC</b>
Appropriation Unit: <b>3253-10</b>	Address: <b>5150 S ARVILLE ST</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89118-1539</b>
If "No" please explain: Not Applicable	Contact/Phone: 702/645-3000
	Vendor No.: PUR0005227
	NV Business ID: NV19981376704

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Business Enterprise Set-Aside</b>

Agency Reference #: 2071-18-BEN

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/29/2016**

Anticipated BOE meeting date 07/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **03/31/2018**Contract term: **1 year and 275 days**4. Type of contract: **Contract**Contract description: **Refrig Svc - South**

5. Purpose of contract:

**This is a new contract that continues ongoing maintenance and repair services of commercial refrigerators and refrigeration units, chillers, freezers, ice makers, reach-ins and display units on a time and material basis; facility remodeling; and installation, repair, maintenance, relocation, and replacement of equipment, with purchase of parts as necessary at all southern Nevada Business Enterprises of Nevada program sites, including the Hoover Dam sites.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,500.00**

Other basis for payment: Standard Work Hours (7:30am - 4:30pm M-F): \$75.00/hr.; Non-Standard Work Hours: \$112.50/hr.; Parts/Materials shall not exceed cost plus 20%, proof of cost shall be available upon demand; Hoover Dam parking costs will be reimbursed with original receipts; a trip charge of \$30.00 will be paid for each roundtrip to the Hoover Dam; work will be performed on a work order basis, as needed and invoices will be paid upon acceptance of the work performed by authorized BEN personnel with the total contract amount not to exceed \$24,500.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Business Enterprises of Nevada program has a substantial inventory of equipment at various locations that need on-going maintenance.

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

This work requires specialization in commercial refrigeration and chiller units. State employees do not have the time or the specialized expertise to provide these services.

9. Were quotes or proposals solicited? No  
Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

Ontario Refrigeration  
Chill Rite  
Royal Refrigeration

b. Solicitation Waiver: **Not Applicable**

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

Lowest cost

d. Last bid date: 05/12/2016 Anticipated re-bid date: 02/01/2020

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:

Vendor has provided satisfactory performance since November 2012 for the Department of Employment, Training and Rehabilitation - Rehabilitation Division.

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	mgassawa	06/17/2016 12:27:47 PM
Division Approval	jmcentee	06/23/2016 16:22:55 PM
Department Approval	jmcentee	06/23/2016 16:22:58 PM
Contract Manager Approval	kwynands	06/27/2016 09:59:21 AM
Budget Analyst Approval	sjohnso9	06/29/2016 08:57:08 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **18012**Agency Name: **SILVER STATE HEALTH INSURANCE EXCHANGE**Agency Code: **960**Appropriation Unit: **1400-70**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:

City/State/Zip **Carson City, NV 89706**Contact/Phone: **775-684-5914**

Vendor No.:

NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/15/2016**Anticipated BOE meeting date **08/2016**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2016**Contract term: **169 days**4. Type of contract: **Interlocal Agreement**Contract description: **Health Care Access**

5. Purpose of contract:

**This is a new intralocal agreement to educate underserved populations of the availability of health insurance and health care.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$17,532.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Division of Behavioral Health looks to expand the training of Community Health Workers (CHW) with the goal of increasing connections to insurance coverage. By using CHWs consists of running two classes simultaneously per quarter, rather than one as we do now, adding a Certified Application Counselor (CAC) training and a Navigating Insurance Coverage module to supplement the existing core CHW training, and expanding training to specialized CHWs. The CDPHP Section was just awarded a Connecting Kids to Coverage grant that supports the employment of six CHWs to reach out to uninsured children and their families to enroll them in health insurance and facilitate access to care. The proposed costs are outlined below.

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

**The Silver State Health Insurance Exchange does not have qualified personal to train Community Health Workers (CHWs).**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	afrantz	07/15/2016 11:53:42 AM
Division Approval	afrantz	07/15/2016 11:53:45 AM
Department Approval	afrantz	07/15/2016 11:53:48 AM
Contract Manager Approval	afrantz	07/15/2016 11:53:51 AM
Budget Analyst Approval	nhovden	07/15/2016 14:16:12 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: **18012**Agency Name: **SILVER STATE HEALTH  
INSURANCE EXCHANGE**Agency Code: **960**Appropriation Unit: **1400-70**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:

City/State/Zip **Carson City, NV 89706**

Contact/Phone: 775-684-5914

Vendor No.:

NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/15/2016**

Anticipated BOE meeting date 08/2016

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2016**Contract term: **169 days**4. Type of contract: **Interlocal Agreement**Contract description: **Health Care Access**

5. Purpose of contract:

**This is a new intralocal agreement to educate underserved populations of the availability of health insurance and health care.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$17,532.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Division of Behavioral Health looks to expand the training of Community Health Workers (CHW) with the goal of increasing connections to insurance coverage. By using CHWs consists of running two classes simultaneously per quarter, rather than one as we do now, adding a Certified Application Counselor (CAC) training and a Navigating Insurance Coverage module to supplement the existing core CHW training, and expanding training to specialized CHWs. The CDPHP Section was just awarded a Connecting Kids to Coverage grant that supports the employment of six CHWs to reach out to uninsured children and their families to enroll them in health insurance and facilitate access to care. The proposed costs are outlined below.

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

The Silver State Health Insurance Exchange does not have qualified personal to train Community Health Workers (CHWs).

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	afrantz	07/15/2016 11:53:42 AM
Division Approval	afrantz	07/15/2016 11:53:45 AM
Department Approval	afrantz	07/15/2016 11:53:48 AM
Contract Manager Approval	afrantz	07/15/2016 11:53:51 AM
Budget Analyst Approval	nhovden	07/15/2016 14:16:12 PM



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

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

Date: July 27, 2016  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Paul Nicks, Budget Analyst  
Budget 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 MOTOR VEHICLES – COMPLETE STREETS PROGRAM**

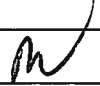
Agenda Item Write-up:

Pursuant to NRS 482.480, Subsection 11, the Department of Motor Vehicles shall certify to the State Board of Examiners the amount of the voluntary contributions collected for each county by the department and its agents, and that the money has been distributed as provided in statute. This report is for the period beginning July 1, 2015 and ending June 30, 2016.

Additional Information:

The department shall deduct and withhold one percent of the contributions collected pursuant to statute to reimburse the department of its expenditures in collecting and distributing the contributions. The department began accepting contributions on December 15, 2014. The last report provided to the May 10, 2016 Board of Examiners was for the period from July 2015 through March 2016.

Statutory Authority: NRS 482.480, Subsection 11

REVIEWED: <u></u>
INFO ITEM: _____

**Brian Sandoval**  
Governor



**Terri L. Albertson**  
Director

555 Wright Way  
Carson City, Nevada 89711-0900  
Telephone (775) 684-4368  
www.dmv.nv.com

July 13, 2016

Board of Examiners

Re: Complete Streets

Attached, please find the monthly report for the voluntary Complete Streets contributions collected pursuant to subsection 11 of NRS 482.480 for each participating county by the Department for the period beginning July 1, 2015 and ending June 30, 2016.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cyndie Munoz', is written over a horizontal line.

Cyndie Munoz

Chief of Administration  
Department of Motor Vehicles  
cmunoz@dmv.nv.gov  
775-684-4501



Department of Motor Vehicles  
Complete Streets Report: Donations  
2016

County		July	August	September	October	November	December
<b>Carson City</b>							
	Donations	411	436	415	377	312	312
	Registrations	3,309	3,311	3,094	2,895	2,619	2,528
	Percent that Donated	12.42%	13.17%	13.41%	13.02%	11.91%	12.34%
<b>Clark</b>							
	Donations	10,593	10,275	10,087	9,641	8,283	8,553
	Registrations	73,950	71,395	70,395	65,122	60,231	63,197
	Percent that Donated	14.32%	14.39%	14.33%	14.80%	13.75%	13.53%
<b>Douglas</b>							
	Donations	0	0	0	0	0	0
	Registrations	0	0	0	0	0	0
	Percent that Donated	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
<b>Washoe</b>							
	Donations	2,274	2,253	2,149	2,017	1,785	1,693
	Registrations	21,988	21,519	20,075	18,046	16,024	16,238
	Percent that Donated	10.34%	10.47%	10.70%	11.18%	11.14%	10.43%

County		January	February	March	April	May	June	Year To Date
<b>Carson City</b>								
	Donations	368	365	421	427	377	435	4,656
	Registrations	2,664	2,872	3,338	3,192	3,399	3,367	36,588
	Percent that Donated	13.81%	12.71%	12.61%	13.38%	11.09%	12.92%	12.73%
<b>Clark</b>								
	Donations	9,360	9,894	11,823	10,861	10,784	10,282	120,436
	Registrations	66,250	67,728	79,045	73,161	71,633	73,024	835,131
	Percent that Donated	14.13%	14.61%	14.96%	14.85%	15.05%	14.08%	14.42%
<b>Douglas</b>								
	Donations	0	0	0	0	247	405	652
	Registrations	0	0	0	0	3,861	3,930	7,791
	Percent that Donated	0.00%	0.00%	0.00%	0.00%	6.40%	10.31%	8.37%
<b>Washoe</b>								
	Donations	1,929	2,012	2,416	2,294	2,107	2,246	25,175
	Registrations	17,183	17,818	20,811	20,573	20,469	21,485	232,229
	Percent that Donated	11.23%	11.29%	11.61%	11.15%	10.29%	10.45%	10.84%

Notes

1. Registration transaction counts come from: G:\Crystal Report\VR\Registrations\New and Renewal Registrations
2. Registration transactions include new registrations and registration renewals completed on the Kiosk, Web and MyDMV Portal only.
3. DMV began accepting Douglas County contributions on 5/9/16.

**Department of Motor Vehicles**  
**Complete Streets: Monthly Report FY16**  
**Report Date: 7/13/2016**  
Reporting Period: June, 2016

County	Contributions									
	July		August		September		October		November	
	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total
Carson City	\$ 822.00	3.10%	\$ 872.00	3.36%	\$ 830.00	3.28%	\$ 754.00	3.13%	\$ 624.00	3.01%
Clark	\$ 21,186.00	79.78%	\$ 20,550.00	79.26%	\$ 20,174.00	79.73%	\$ 19,282.00	80.11%	\$ 16,566.00	79.80%
Douglas	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
Washoe	\$ 4,548.00	17.13%	\$ 4,506.00	17.38%	\$ 4,298.00	16.99%	\$ 4,034.00	16.76%	\$ 3,386.00	16.04%
<b>Total</b>	<b>\$26,556.00</b>	<b>100.00%</b>	<b>\$25,928.00</b>	<b>100.00%</b>	<b>\$25,302.00</b>	<b>100.00%</b>	<b>\$24,070.00</b>	<b>100.00%</b>	<b>\$20,760.00</b>	<b>100.00%</b>
									<b>\$21,116.00</b>	<b>100.00%</b>

DMV Commission (1%)												
County	July		August		September		October		November		December	
	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total
Carson City	\$8.22	3.10%	\$8.72	3.36%	\$8.30	3.28%	\$7.54	3.13%	\$6.24	3.01%	\$6.24	2.96%
Clark	\$211.86	79.78%	\$205.50	79.26%	\$201.74	79.73%	\$192.82	80.11%	\$165.66	79.80%	\$171.06	81.01%
Douglas	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
Washoe	\$45.48	17.13%	\$45.06	17.38%	\$42.98	16.99%	\$40.34	16.76%	\$35.70	17.20%	\$33.86	16.04%
Total	\$265.56	100.00%	\$259.28	100.00%	\$253.02	100.00%	\$240.70	100.00%	\$207.60	100.00%	\$211.16	100.00%

Distributions										
County	July		August		September		October		November	
	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total
Carson City	\$813.78	3.10%	\$863.28	3.36%	\$821.70	3.28%	\$746.46	3.13%	\$617.76	3.01%
Clark	\$20,974.14	79.78%	\$20,344.50	79.26%	\$19,972.26	79.73%	\$19,089.18	80.11%	\$16,400.34	79.80%
Douglas	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
Washoe	\$4,502.52	17.13%	\$4,460.94	17.38%	\$4,255.02	16.99%	\$3,993.66	16.76%	\$3,534.30	17.20%
Total	\$26,290.44	100.00%	\$25,668.72	100.00%	\$25,048.98	100.00%	\$23,829.30	100.00%	\$20,552.40	100.00%
									\$20,904.84	100.00%

Note:

1. DMV began accepting contributions on 12/15/14.
2. DMV began accepting Douglas County contributions on 5/9/16.

**Department of Motor Vehicles**  
**Complete Streets: Monthly Report FY16**  
**Report Date: 7/13/2016**  
Reporting Period: June, 2016

County	Contributions										Year to Date	
	January	February	March	April	May	June	Year to Date		Amount	% of Total	Amount	% of Total
Carson City	\$ 736.00	\$ 730.00	\$ 842.00	\$ 854.00	\$ 754.00	\$ 870.00	\$ 3,144.00	3.14%	\$ 3,144.00	2.79%	\$ 3,144.00	3.25%
Clark	\$ 18,720.00	\$ 19,788.00	\$ 23,646.00	\$ 21,722.00	\$ 21,568.00	\$ 20,564.00	\$ 113,908.00	79.97%	\$ 113,908.00	79.79%	\$ 113,908.00	76.92%
Douglas	\$ -	\$ -	\$ -	\$ -	\$ 494.00	\$ 810.00	\$ 1,304.00	0.00%	\$ 1,304.00	1.83%	\$ 1,304.00	3.03%
Washoe	\$ 3,858.00	\$ 4,024.00	\$ 4,832.00	\$ 4,588.00	\$ 4,214.00	\$ 4,492.00	\$ 26,008.00	16.89%	\$ 26,008.00	15.59%	\$ 26,008.00	16.80%
<b>Total</b>	<b>\$23,314.00</b>	<b>\$ 24,542.00</b>	<b>\$ 29,320.00</b>	<b>\$ 27,164.00</b>	<b>\$ 27,030.00</b>	<b>\$ 26,736.00</b>	<b>\$ 107,584.00</b>	<b>100.00%</b>	<b>\$ 107,584.00</b>	<b>100.00%</b>	<b>\$ 107,584.00</b>	<b>100.00%</b>

County	DMV Commission (1%)										Year to Date	
	January	February	March	April	May	June	Year to Date		Amount	% of Total	Amount	% of Total
Carson City	\$7.36	\$7.30	\$8.42	\$8.54	\$7.54	\$8.70	\$31.12	3.14%	\$31.12	2.79%	\$31.12	3.09%
Clark	\$187.20	\$197.88	\$236.46	\$217.22	\$215.68	\$205.64	\$1,153.00	79.97%	\$1,153.00	79.79%	\$1,153.00	76.92%
Douglas	\$0.00	\$0.00	\$0.00	\$0.00	\$4.94	\$8.10	\$13.04	0.00%	\$13.04	1.83%	\$13.04	3.03%
Washoe	\$38.58	\$40.24	\$48.32	\$45.88	\$42.14	\$44.92	\$260.08	16.89%	\$260.08	15.59%	\$260.08	16.80%
<b>Total</b>	<b>\$233.14</b>	<b>\$245.42</b>	<b>\$293.20</b>	<b>\$271.64</b>	<b>\$270.30</b>	<b>\$267.36</b>	<b>\$1,065.20</b>	<b>100.00%</b>	<b>\$1,065.20</b>	<b>100.00%</b>	<b>\$1,065.20</b>	<b>100.00%</b>

County	Distributions										Year to Date	
	January	February	March	April	May	June	Year to Date		Amount	% of Total	Amount	% of Total
Carson City	\$728.64	\$ 722.70	\$ 833.58	\$ 845.46	\$ 746.46	\$ 861.30	\$3,037.14	3.14%	\$3,037.14	2.79%	\$3,037.14	3.09%
Clark	\$18,532.80	\$ 19,590.12	\$ 23,409.54	\$ 21,504.78	\$ 21,352.32	\$ 20,358.36	\$114,747.92	79.97%	\$114,747.92	79.79%	\$114,747.92	76.92%
Douglas	\$0.00	\$ -	\$ -	\$ -	\$ 489.06	\$ 801.90	\$1,290.96	0.00%	\$1,290.96	1.83%	\$1,290.96	0.43%
Washoe	\$3,819.42	\$ 3,983.76	\$ 4,783.68	\$ 4,542.12	\$ 4,171.86	\$ 4,447.08	\$26,748.92	16.89%	\$26,748.92	15.59%	\$26,748.92	16.80%
<b>Total</b>	<b>\$23,080.86</b>	<b>\$ 24,296.58</b>	<b>\$ 29,026.80</b>	<b>\$ 26,892.36</b>	<b>\$ 26,759.70</b>	<b>\$ 26,468.64</b>	<b>\$ 107,493.14</b>	<b>100.00%</b>	<b>\$ 107,493.14</b>	<b>100.00%</b>	<b>\$ 107,493.14</b>	<b>100.00%</b>

- Note:
- DMV began accepting contributions on 12/15/14.
  - DMV began accepting Douglas County contributions on 5/9/16.



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

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

Date: July 7, 2016

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

From: Paul Nicks, Budget Analyst  
Budget 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 MOTOR VEHICLES – COMPLETE STREETS PROGRAM**

Agenda Item Write-up:

Per the Governor's request during the November 2015 BOE meeting, a letter was sent to Clark and Washoe counties and Carson City Consolidated Municipality requesting a report on how the Complete Streets Program funds are being utilized. This report is for all funds received through June 2016.

Additional Information:

The three recipients of the funds will continue to provide quarterly reports on how the funds are being utilized.

Statutory Authority: NRS 244.2643, NRS 277A.285 and NRS 403.573

REVIEWED:   Jm    
INFO ITEM:



600 S. Grand Central Pkwy. • Las Vegas, Nevada 89106-4512 • 702-676-1500 • FAX: 702-676-1518

Tina Quigley,  
General Manager

July 6, 2016

Mr. Paul Nicks, Budget Analyst  
State of Nevada – Governor's Finance Office  
209 E. Musser Street, Room 200  
Carson City, NV 89701-4298

Dear Mr. Nicks:

I am writing to provide the update for the 2<sup>nd</sup> Quarter of 2016 on the RTC's activities on projects to be funded with the Complete Streets Program funds (CSP funds).

As stated in our Q4 2015 report, in 2015 the RTC received a total of \$130,119.66 in CSP funds from the DMV, which have been allocated to the following two projects to be completed during 2016:

**1. City of Mesquite "Share the Road" Bike Signage project (\$12,000.00 allocation).**

The interlocal contract between the RTC and the city of Mesquite (COM) was executed on February 11, 2016. As of June 30, 2016, COM indicates they have completed the installation of all 33 Share the Road bike signs (see attached **Figure 1**). COM has invoiced RTC for \$12,000.00, and the contract will be closed out after payment is received by COM.

**2. City of Las Vegas Complete Street Improvements projects (\$118,119.66 allocation).**

The interlocal contract between the RTC and the city of Las Vegas (CLV) was executed on February 11, 2016. CLV has provided the attached **Table 1** describing the status of their thirteen project sites as of June 30, 2016. CLV indicates that work on twelve of the thirteen project sites is substantially complete. CLV has provided the attached **Figure 2 through Figure 7** depicting the improvements at some of the sites. The contract is scheduled to be closed out on or before September 30, 2016 after RTC completes inspection(s) of the work, CLV finalizes invoice(s), and RTC makes final payment.

Additionally, RTC's Government Affairs representatives have completed draft shooting scripts and have reached out to elected officials in the local jurisdictions to determine their availability to film the complete streets informational videos. The videos, to be funded by the RTC, will describe the benefits of complete streets, how the projects are funded, and how simple it is for people to contribute to the CSP fund when they register their vehicles with DMV. The videos are scheduled to be filmed in July 2016.


Finally, during Q2 2016 RTC received a total of \$66,266.64 in CSP funds from the DMV as follows:

04/14/2016	\$23,409.54
05/20/2016	\$21,504.78
06/13/2016	\$21,352.32
	<u>\$66,266.64</u>

Q1 and Q2 receipts for calendar 2016 total \$121,324.50. These funds will accrue until the end of 2016, at which time the local jurisdictions will meet to allocate the 2016 CSP proceeds to the complete streets project(s) to be constructed during 2017 as described in the Q4 2015 report.

Should you have any questions or require any additional information, please don't hesitate to contact me at (702) 676-1612 or by email to [handm@rtcsonv.com](mailto:handm@rtcsonv.com).

Sincerely,



Paul M. (Mike) Hand, P.E.  
Director of Engineering Services – Streets & Highways

Attachment

cc: (via e-mail)

Tina Quigley, General Manager  
Fred Ohene, Deputy General Manager  
Aileen Magnera, Advertising & Creative Supervisor  
Monika Bertaki, Government Affairs, Media & Marketing  
Mike Janssen, Deputy Director/Transportation Manager, City of Las Vegas DPW  
Travis Anderson, City Engineer, City of Mesquite

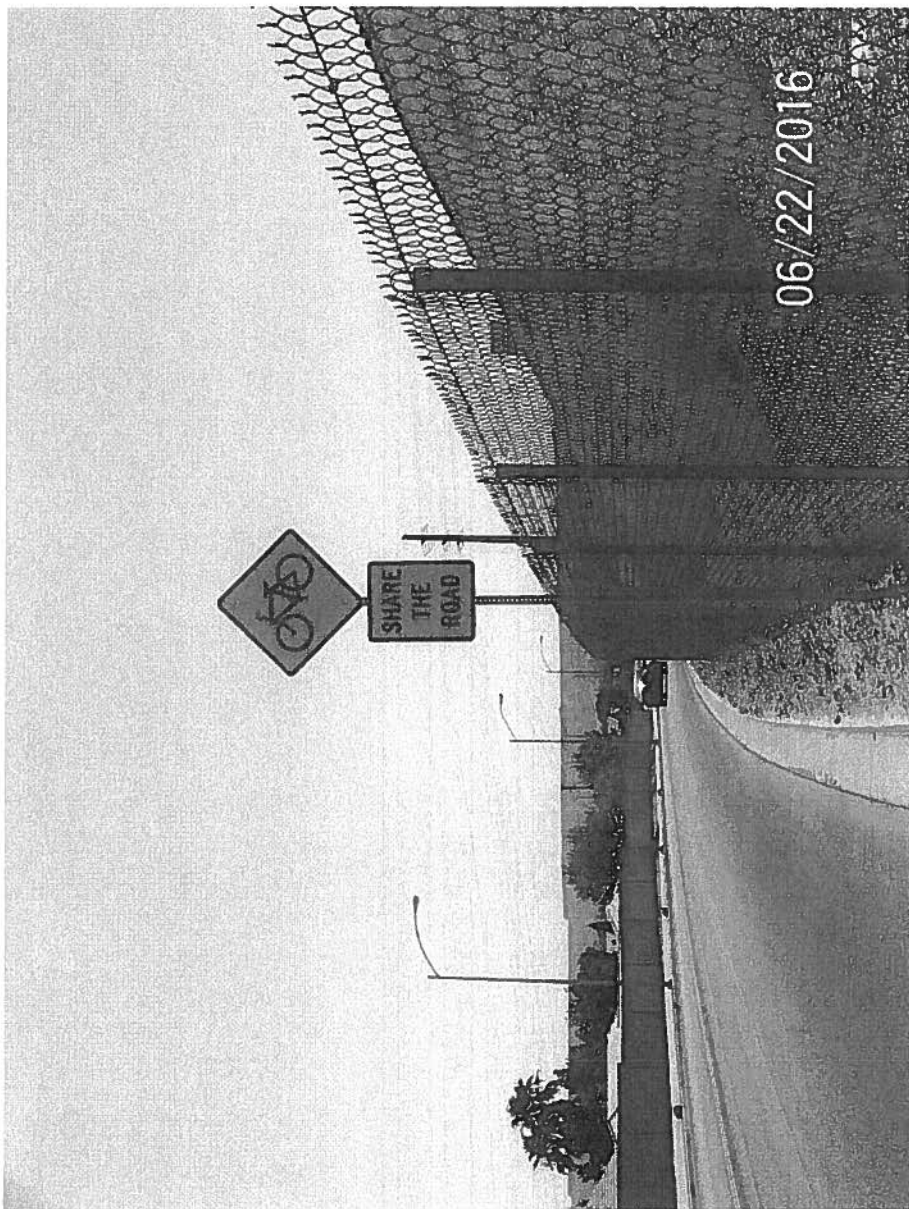


Figure 1 – Typical Share the Road sign installation in COM

**Table 1 – Status Report on 2016 City of Las Vegas Complete Streets Fund Projects (as of 6/30/16 )**

Fort Apache Road (Echelon Point Drive to Elkhorn Road)	Bike Lane - completed
Hualapai Way (Dorell Lane to Grand Teton Drive)	Bike Lane - completed
Grand Teton Drive (Hualapai Way to Grand Canyon Road)	Bike Lane - completed
Lake Mead Boulevard (Thomas Ryan Road to CC215)	Bike Lane - completed
El Camino Avenue (Las Verdes Street to Spanish Oaks Drive)	Bike Lane - completed
D Street (Harrison to Lake Mead)	Bike Lane - completed
Odette Lane (Charleston Blvd to Peccole Strada Street)	Bike Lane - completed
Vegas Drive/Rock Springs Road	Pedestrian Signal - awaiting NVE power to activate
N Mojave Road/E Harris Avenue	School Flasher and Refuge Island - completed
Cimarron Road (Soaring Gulls to Sugar Bay Street)	Crosswalk Upgrades/Refuge Islands - completed
Northbound Rancho ( Holly Avenue to Coran Lane)	Asphalt Pedestrian Pathway - completed
Tonopah Drive (Alta Drive to Charleston Blvd)	High Pedestrian Streetlighting Level Upgrade - completed
Goldring Avenue (Tonopah Drive to Shadow Lane)	High Pedestrian Streetlighting Level Upgrade - completed





Figure 2 – Installation of push button activated pedestrian signal pole and ADA compliant sidewalk ramp at Vegas Dr./Rock Springs Dr. in CLV



Figure 3 – Installing new ADA ramp for new pedestrian crosswalk at Cimarron Rd./Soaring Gulls Dr. in CLV.



Figure 4 – Installing new median island for pedestrian crossing at Cimarron Rd./Sugar Bay Ln. in CLV

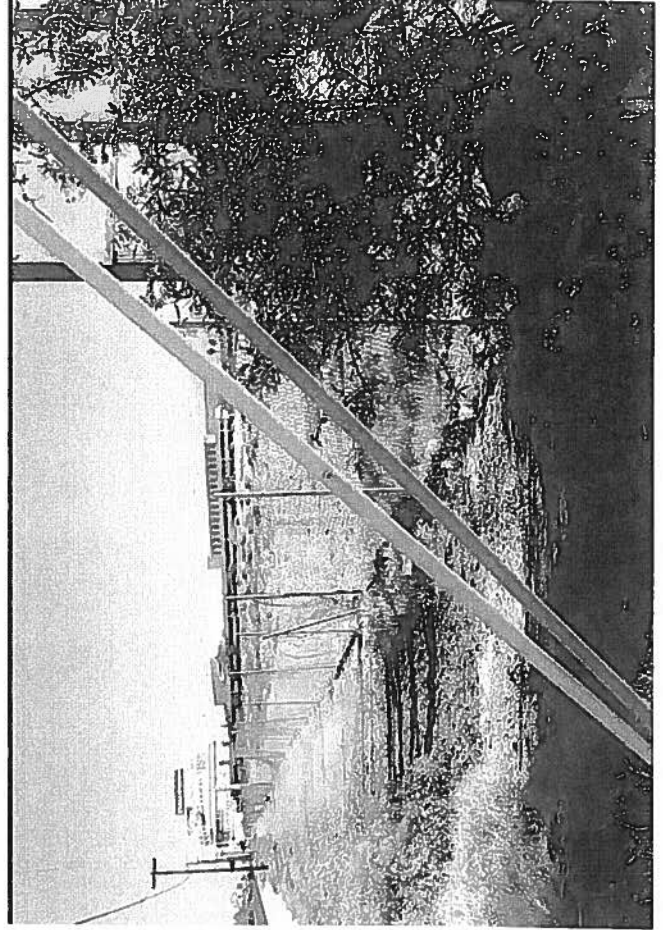
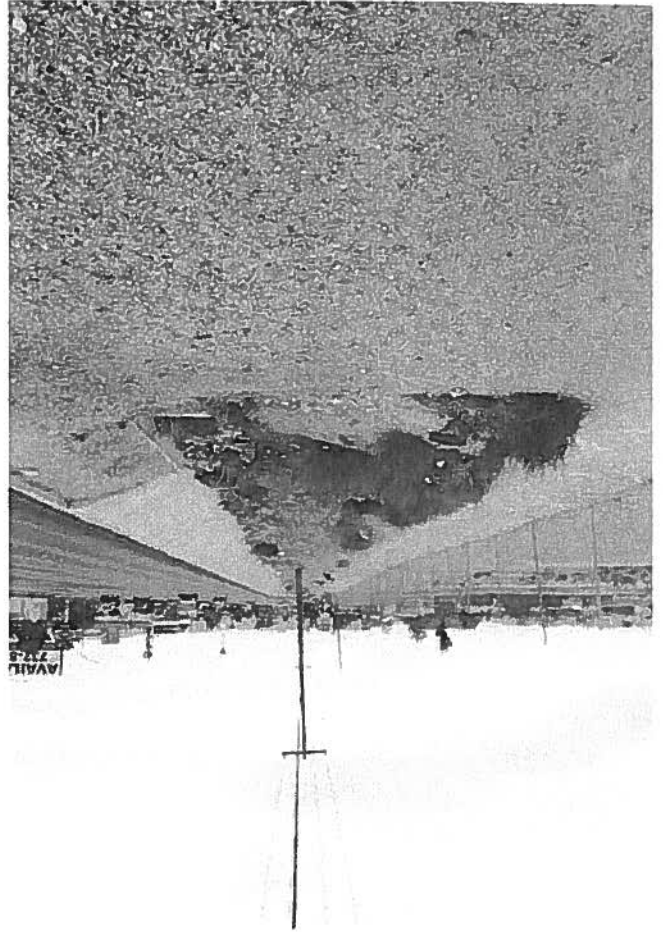
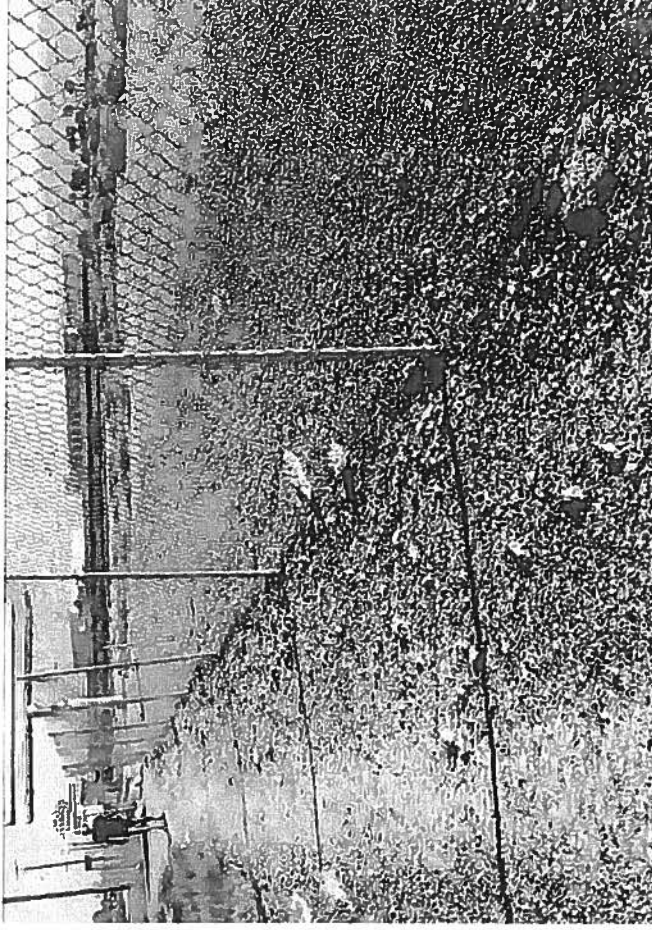


Figure 5 - "Before" pictures along northbound Rancho Dr., Holly Ave. to Coran Ln. in CLV



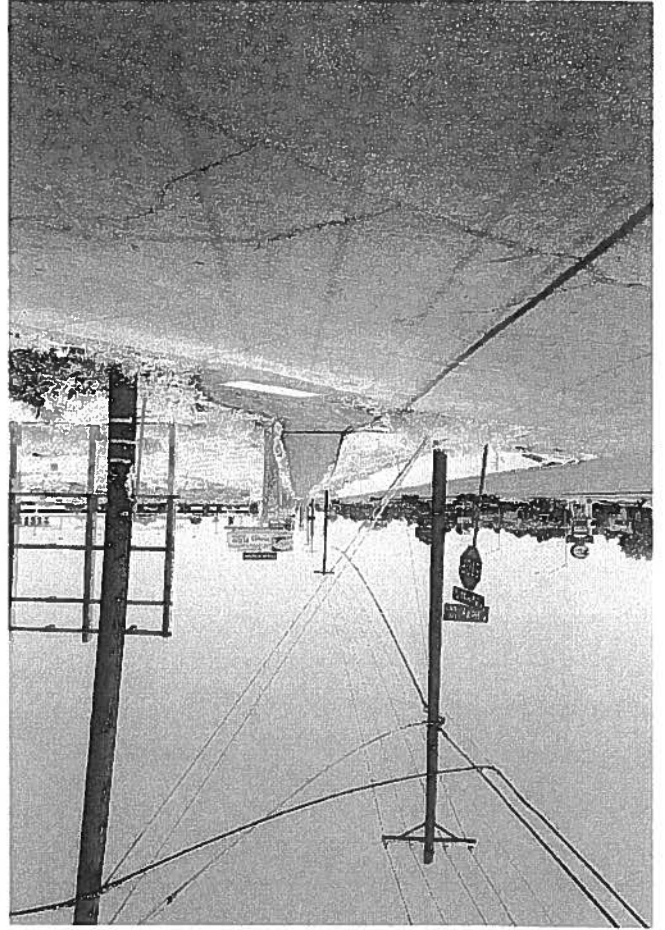
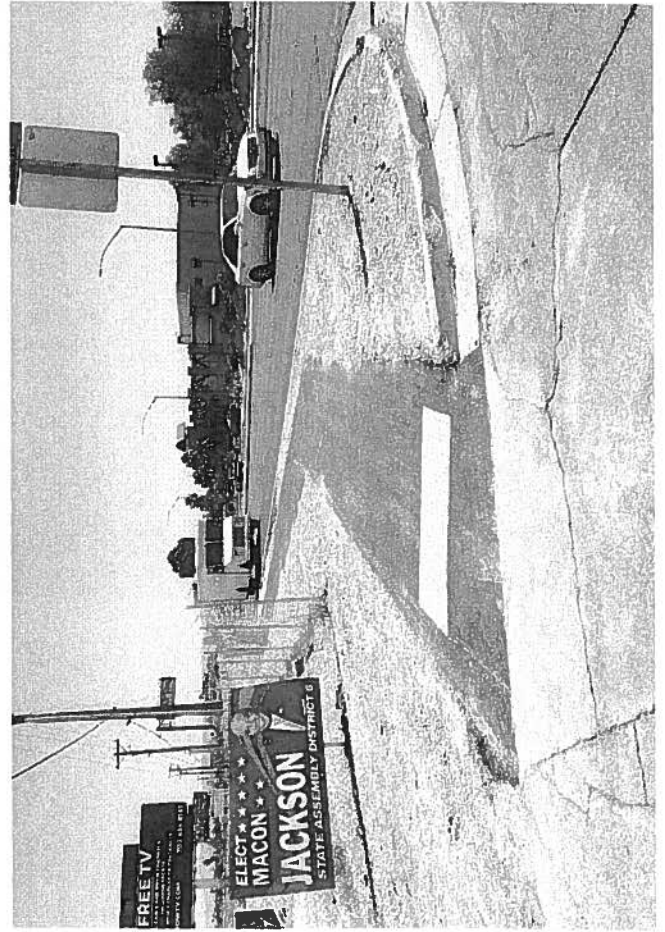
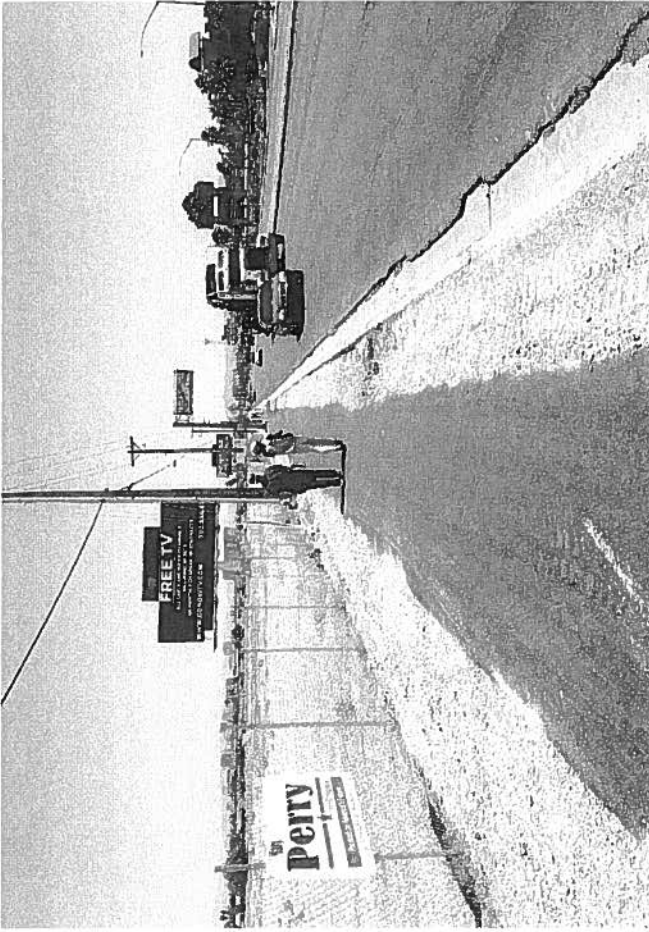


Figure 6 - "After pictures" showing pedestrian path along northbound Rancho Dr., Holly Ave. to Coran Ln.

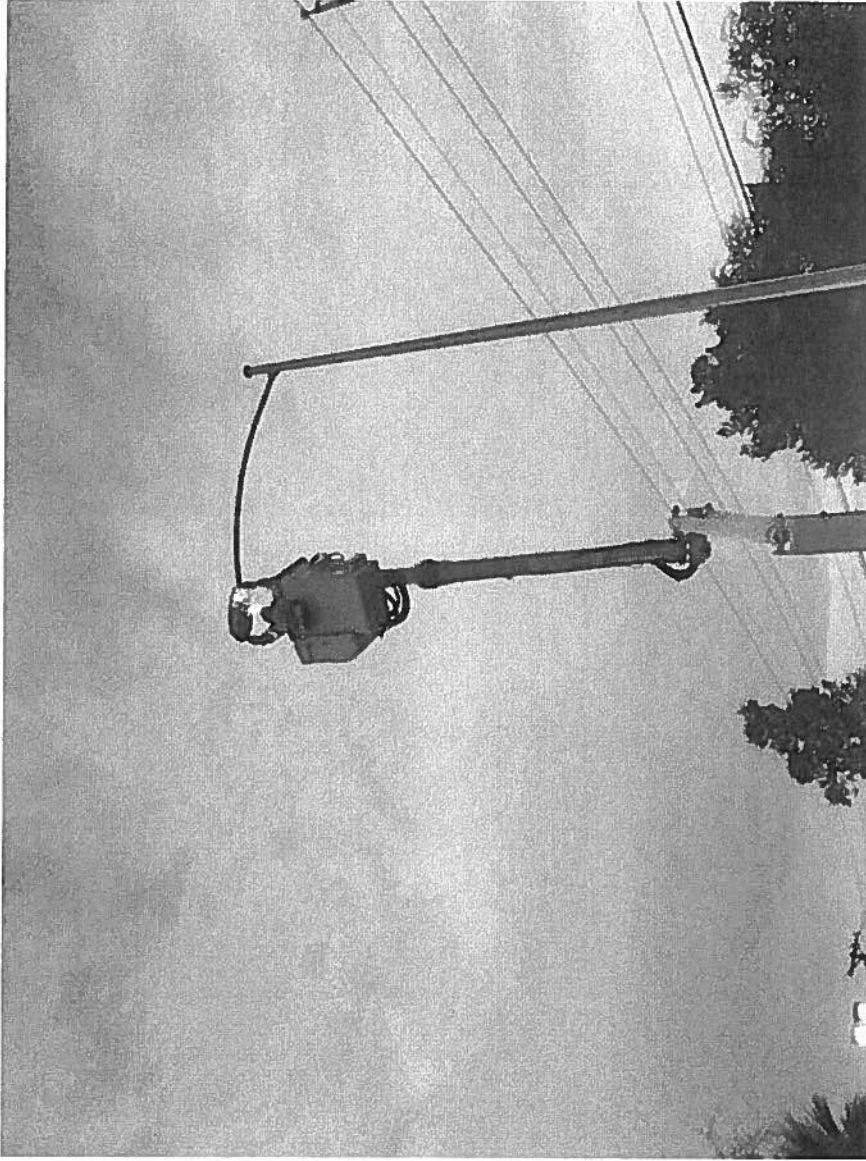


Figure 7 – Installing higher wattage LED fixtures to accommodate higher pedestrian volumes at Goldring Dr./Tonopah Ave. area in CLV.



**CARSON CITY NEVADA**  
**Consolidated Municipality and State Capital**  
**PUBLIC WORKS**

July 5, 2016

Mr. Paul Nicks  
Budget Analyst V  
State of Nevada, Governor's Finance Office  
209 E. Musser Street, Room 200  
Carson City, NV 89701

RE: Complete Streets Program Fund

Dear Mr. Nicks:

In response to a letter received from the Director of the Governor's Finance Office, Carson City is pleased to report on the use of funds received through the Department of Motor Vehicles' (DMV's) Complete Streets Program. As of last quarter, Carson City has not expended any of the funds collected through the program. However, the City has begun construction on the Downtown Carson Complete Street project between William and Fifth Streets, and will expend all available funds on the project by this year. City staff believes that this project meets the intent of the program and will be happy to continue to provide quarterly updates going forward.

Carson City is grateful to be a part of this program and City staff believes this is a very beneficial program that will continue to grow as the public sees more successful projects implemented like the Downtown Carson Complete Street project. Please feel free to contact me at 283-7396 with any questions or concerns. Thank you.

Sincerely,

Patrick Pittenger, AICP, PTP  
Transportation Manager  
Carson City Public Works





# REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

## Complete Streets Program Revenue

Account ID	Account Name	Organization ID	Organization Name	Project ID	Project Name	Fiscal Year	Period	Month	Amount
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates	2015	9	MAR	(3,391.74)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		10	APR	(2,061.18)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		11	MAY	(1,896.84)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		12	JUN	(1,991.88)
<b>Fiscal Year 2015 - Total</b>									<b>(9,341.64)</b>
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates	2016	1	JUL	(2,049.30)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		2	AUG	(4,502.52)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		3	SEP	(4,460.94)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		4	OCT	(4,255.02)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		5	NOV	(3,993.66)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		6	DEC	(3,534.30)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		7	JAN	(3,352.14)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		8	FEB	(3,819.42)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		9	MAR	(3,983.76)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		10	APR	(4,783.68)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		11	MAY	(4,542.12)
407-9-00	Misc. Non-Transp'n. Rev.	1.01.13	STREET & HIGHWAY PROGRAM	8131070	DMV Complete St Plates		12	JUN	(4,171.86)
<b>Fiscal Year 2016 - Total</b>									<b>(47,448.72)</b>
<b>PROJECT - LTD Total</b>									<b>(56,790.36)</b>



FUND SOURCE: SURFACE TRANSPORTATION PROGRAM STATEWIDE (STP-STATEWIDE) FEDERAL-CONGESTION, MAINTENANCE, TRANSIT- PRIORITIZED BY NDOT

Phases: E(Engineering/Design); R(Right-of-Way); C(Construction); O(Operations); V(Vehicles/Equipment)  
Totals may vary slightly due to rounding

Page 1

REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM - FY 2016-2020  
WASHOE COUNTY, NEVADA

FUND SOURCE: SURFACE TRANSPORTATION PROGRAM WASHOE COUNTY URBANIZED AREA (STP-LOCAL) (Page 1 of 2)  
FEDERAL-CONGESTION, MAINTENANCE, TRANSIT-PRIORITIZED BY RTC

PROJECT DESCRIPTION	LIMITS	PHASE	PROJECT COSTS (\$000'S)					PROJECT CONTRIBUTIONS (\$000's)			
			FY 16	FY 17	FY 18	FY 19	FY 20	TOTAL	FEDERAL	STATE	LOCAL
Trip Reduction Program Administrative Activities and Vanpool Program Funding sources: STP-Local - \$2,500,000 CMAQ - \$1,000,000 Total project cost/RTIP funding - \$3,500,000		O	\$500	\$500	\$500	\$500	\$500	\$2,500	\$2,375	\$0	\$125 <sup>1</sup>
Pyramid Highway Corridor Transportation Improvements	Pyramid Highway La Posada to McCarran US 395 Connection - Sparks to US 395	E	\$350					\$350	\$333	\$18	\$0 <sup>2</sup>
4th Street/Prater Way Corridor Multimodal Improvements Funding sources: STP-Local - \$12,400,000 CMAQ - \$5,600,000 RTC Funding - \$11,000,000 TIGER Grant - \$16,000,000 Total project cost - \$52,566,000/RTIP funding - \$45,000,000	Evans to Pyramid	E,R,C	\$5,000	\$7,400				\$12,400	\$11,780	\$0	\$620 <sup>1</sup>
Virginia Street Bus RAPID Transit Extension Project Funding sources: STP-Local - \$2,850,000 CMAQ - \$5,700,000 RTC Funding - \$15,810,000 Total project cost - \$60,000,142/RTIP funding - \$24,360,000	Plumb to 19th	C			\$3,000			\$3,000	\$2,850	\$0	\$150 <sup>1</sup>
Totals On Page 3											

<sup>1</sup> Match is RTC Funding

<sup>2</sup> Match is State Funding

Phases: E(Engineering/Design); R(Right-of-Way); C(Construction); O(Operations); V(Vehicles/Equipment)  
Totals may vary slightly due to rounding

Approval Date 8-21-15

**REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM - FY 2016-2020**  
**WASHOE COUNTY, NEVADA**

FUND SOURCE: SURFACE TRANSPORTATION PROGRAM WASHOE COUNTY URBANIZED AREA (STP-LOCAL) (Page 2 of 2)  
 FEDERAL-CONGESTION, MAINTENANCE, TRANSIT-PRIORITIZED BY RTC

PROJECT DESCRIPTION	LIMITS	PHASE	PROJECT COSTS (\$000'S)					PROJECT CONTRIBUTIONS (\$000'S)			
			FY 16	FY 17	FY 18	FY 19	FY 20	TOTAL	FEDERAL	STATE	LOCAL
Safe Routes to School Program	County-wide	O	\$120	\$120	\$120	\$120	\$120	\$600	\$570	\$0	\$30 <sup>2</sup>
Oddie Blvd/Wells Ave Corridor - Phase 1 Multimodal Improvements	US 395 to Pyramid	E			\$1,550	\$1,550	\$4,000	\$7,100	\$6,745	\$0	\$355 <sup>1</sup>
Sun Valley Boulevard Multimodal Improvements		E			\$1,550	\$1,550	\$2,000	\$5,100	\$4,845	\$0	\$255 <sup>1</sup>
Mill Street/Terminal Way Multimodal Improvements		E				\$1,550		\$1,550	\$1,473	\$0	\$78 <sup>1</sup>
Sparks Boulevard Multimodal Improvements		E				\$1,550		\$1,550	\$1,473	\$0	\$78 <sup>1</sup>
		E									
		E									
		E									
<b>Total Project Costs</b>			\$5,970	\$8,020	\$6,720	\$6,820	\$6,620	\$34,150	\$32,443	\$18	\$1,690
STP-Local Balance Forward											
STP-Local Fund Allocation			\$491	\$1,261	\$83	\$140	\$102				
Available STP-Local Funds			\$6,441	\$6,441	\$6,441	\$6,441	\$6,441				
STP-Local Funds Scheduled for Programming			\$6,932	\$7,702	\$6,524	\$6,581	\$6,543				
STP-Local Carryover			\$5,672	\$7,619	\$6,384	\$6,479	\$6,289				
State Funds Scheduled for Programming			\$1,261	\$83	\$140	\$102	\$254				
Local Funds Scheduled for Programming			\$18	\$0	\$0	\$0	\$0				
			\$281	\$401	\$336	\$341	\$331				

<sup>1</sup> Match is RTC Funding

<sup>2</sup> Match is Washoe County School District Funding

Phases: E(Engineering/Design); R(Right-of-Way); C(Construction); O(Operations); V(Vehicles/Equipment)

Totals may vary slightly due to rounding

Approval Date 8-21-15

REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM - FY 2016-2020  
WASHOE COUNTY, NEVADA

FUND SOURCE: NATIONAL HIGHWAY PERFORMANCE PROGRAM (NHPP) FEDERAL-NHS DESIGNATED FACILITIES, CAPACITY-PRIORITIZED BY NDOT  
New Program - Combines SAFETEA-LU National Highway System (NHS), Interstate Maintenance and Bridge Programs

PROJECT DESCRIPTION	LIMITS	PHASE	PROJECT COSTS (\$000'S)					PROJECT CONTRIBUTIONS (\$000's)			
			FY 16	FY 17	FY 18	FY 19	FY 20	TOTAL	FEDERAL	STATE	LOCAL
US 395/I-580/I-80 Freeway management ITS project Funding sources: NHPP - \$1,250,000 Other - \$3,750,000 RTIP project funding - \$5,000,000		E,C	\$250	\$250	\$250	\$250	\$250	\$1,250	\$1,188	\$63	\$0 <sup>1</sup>
US 395/I-580/I-80 Freeway Service Patrol		O	\$384	\$384	\$384	\$384	\$384	\$1,920	\$1,824	\$96	\$0 <sup>1</sup>
I 80 Construct scour countermeasures for structures B-764 EW and G-772 EW	@ Truckee River (Verdi)	C	\$5,500					\$5,500	\$5,225	\$275	\$0 <sup>1</sup>
Total Project Costs			\$6,134	\$634	\$634	\$634	\$634	\$8,670	\$8,237	\$434	\$0
NHPP Funds Scheduled for Washoe County Programming											
State Funds Scheduled for Programming			\$5,827	\$602	\$602	\$602	\$602				
Local Funds Scheduled for Programming			\$307	\$32	\$32	\$32	\$32				
			\$0	\$0	\$0	\$0	\$0				

<sup>1</sup> Match is State Funding

Phases: E(Engineering/Design); R(Right-of-Way); C(Construction); O(Operations); V(Vehicles/Equipment)  
Totals may vary slightly due to rounding

Approval Date 8-21-15

REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM - FY 2016-2020  
WASHOE COUNTY, NEVADA

FUND SOURCE: TRANSPORTATION ALTERNATIVES PROGRAM (TAP) (Page 1 of 1) FEDERAL-NON CAPACITY, NON MAINTENANCE-PRIORITIZED BY RTC  
*New Program - Combines SAFETEA-LU Transportation Enhancement, Recreational Trails and Safe Routes to School (SRTS)*

PROJECT DESCRIPTION	LIMITS	PHASE	PROJECT COSTS (\$000'S)					PROJECT CONTRIBUTIONS (\$000's)			
			FY 16	FY 17	FY 18	FY19	FY 20	TOTAL	FEDERAL	STATE	LOCAL
Lemmon Drive Sidewalk West side of street	Deli St to Surge Dr	E,R,C	\$345					\$345	\$329	\$0	\$17 <sup>1</sup>
Washoe County School District Safe Routes to School - Purchase school safety equipment and safety incentive items	District-wide	O,V	\$12					\$12	\$11	\$0	\$1 <sup>2</sup>
Truckee River Trail/Tahoe-Pyramid Bikeway Improve/Construct Trail	Idlewild Park	E	\$316					\$316	\$300	\$0	\$16 <sup>3</sup>
Reno-Sparks Riverside Pathway Phase I - Construct Pathway		E,R,C	\$606					\$606	\$203	\$0	\$403 <sup>4</sup>
Allen Elementary - Second Avenue Sidewalk Project	Sidehill Dr to Sun Valley	E,R,C	\$390					\$390	\$200	\$0	\$190 <sup>1</sup>
Katherine Dunn Elementary Construct fence/sidewalk adjacent to school Federal portion is TAP Statewide Flex		E C	\$3 \$26					\$3 \$26	\$3 \$23	\$0 \$0	\$0 <sup>4</sup> \$2 <sup>4</sup>
Total Project Costs			\$1,698	\$0	\$0	\$0	\$0	\$1,698	\$1,069	\$0	\$630
Anticipated TAP Fund Allocation											
Local Funds Scheduled for Programming			\$1,050	\$348	\$348	\$348	\$348				
Other Funds Scheduled for Programming			\$0	\$0	\$0	\$0	\$0				
			\$0	\$0	\$0	\$0	\$0				

<sup>1</sup> Match is Washoe County Funding

<sup>2</sup> Match is Washoe County School District

<sup>3</sup> Match is City of Reno Funding

<sup>4</sup> Match is Reno-Sparks Indian Colony/Truckee Meadows Flood Management Authority Funding

Phases: E(Engineering/Design); R(Right-of-Way); C(Construction); O(Operations); V(Vehicles/Equipment)

Totals may vary slightly due to rounding

Approval Date 8-21-15

**REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM - FY 2016-2020**  
**WASHOE COUNTY, NEVADA**

FUND SOURCE: CONGESTION MITIGATION/AIR QUALITY (Page 1 of 2) FEDERAL-NON CAPACITY, AIR QUALITY BENEFIT PROJECTS-PRIORITIZED BY RTC

PROJECT DESCRIPTION	LIMITS	PHASE	PROJECT COSTS (\$000'S)					PROJECT CONTRIBUTIONS (\$000'S)			
			FY 16	FY 17	FY 18	FY 19	FY 20	TOTAL	FEDERAL	STATE	LOCAL
Trip Reduction Program <i>Funding sources:</i> CMAQ - \$1,000,000 STP-Local - \$2,500,000 Total project cost/RTIP funding - \$3,500,000			\$200	\$200	\$200	\$200	\$200	\$1,000	\$950	\$0	\$50 <sup>2</sup>
RIDE Replacement Vehicles <sup>1</sup> <i>Number</i>		V	\$5,000 <sup>6</sup>	\$5,000 <sup>7</sup>	\$5,000 <sup>7</sup>	\$8,600 <sup>11</sup>	\$9,000 <sup>11</sup>	\$32,600	\$30,970	\$0	\$1,630 <sup>2</sup>
ACCESS Replacement Vehicles <sup>1</sup> <i>Number</i>		V	\$1,000 <sup>6</sup>		\$1,000 <sup>5</sup>	\$500 <sup>2</sup>		\$2,500	\$2,375	\$0	\$125 <sup>2</sup>
Traffic Management Program Annual Traffic Signal Operations Review Traffic Management 1 (Design/Pilot Project) Traffic Management 2A (Construction) Traffic Management 2B (Construction)	Region-wide	E,R,C	\$3,750	\$1,500	\$1,500	\$1,500	\$1,500	\$9,750	\$9,263	\$0	\$488 <sup>2</sup>
4th Street/Prater Way Corridor Multimodal Improvements <i>Funding sources:</i> CMAQ - \$5,600,000 STP-Local - \$12,400,000 RTC Funding - \$11,000,000 TIGER Grant - \$16,000,000 Total project cost - \$52,566,000/RTIP funding - \$45,000,000	Evans to Pyramid	O,V	\$4,000	\$1,600				\$5,600	\$5,320	\$0	\$280 <sup>2</sup>
								Totals On Page 7			

<sup>1</sup> To be transferred to Section 5307

<sup>2</sup> Match is RTC Funding

Phases: E(Engineering/Design); R(Right-of-Way); C(Construction); O(Operations); V(Vehicles/Equipment)  
 Totals may vary slightly due to rounding

Approval Date 8-21-15



REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM - FY 2016-2020  
WASHOE COUNTY, NEVADA

FUND SOURCE: CONGESTION MITIGATION/AIR QUALITY (Page 2 of 2) FEDERAL-NON CAPACITY, AIR QUALITY BENEFIT PROJECTS-PRIORITIZED BY RTC

PROJECT DESCRIPTION	LIMITS	PHASE	PROJECT COSTS (\$000'S)					PROJECT CONTRIBUTIONS (\$000'S)			
			FY 16	FY 17	FY 18	FY 19	FY 20	TOTAL	FEDERAL	STATE	LOCAL
Virginia Street <sup>1</sup> Bus RAPID Transit Extension Project Funding sources: STP-Local - \$2,850,000 CMAQ - \$5,700,000 RTC Funding - \$15,810,000 Total project cost - \$60,000, 142/RTIP funding - \$24,360,000	Plumb to 19th	V			\$6,000			\$6,000	\$5,700	\$0	\$300 <sup>2</sup>
Bicycle/Pedestrian Improvements Projects from Bicycle/Pedestrian Master Plan	Region-wide	E,R,C	\$1,000	\$1,000	\$1,300	\$1,300	\$1,250	\$5,850	\$5,558	\$0	\$293 <sup>2</sup>
Total Project Costs			\$14,950	\$9,300	\$15,000	\$12,100	\$11,950	\$63,300	\$60,135	\$0	\$3,165
CMAQ Fund Balance Forward Estimate			\$3,860	\$913	\$3,333	\$338	\$98				
CMAQ Allocation			\$11,255	\$11,255	\$11,255	\$11,255	\$11,255				
Available CMAQ Funds			\$15,115	\$12,168	\$14,588	\$11,593	\$11,353				
CMAQ Funds Scheduled for Programming in Washoe County			\$14,203	\$8,835	\$14,250	\$11,495	\$11,353				
CMAQ Fund Carryover			\$913	\$3,333	\$338	\$98	\$0				
State Funds Scheduled for Programming			\$0	\$0	\$0	\$0	\$0				
Local Funds Scheduled for Programming			\$748	\$465	\$750	\$605	\$598				

<sup>1</sup> To be transferred to Section 5307

<sup>2</sup> Match is RTC Funding

Phases: E(Engineering/Design); R(Right-of-Way); C(Construction); O(Operations); V(Vehicles/Equipment)

Totals may vary slightly due to rounding

Approval Date 8-21-15

Page 7

**REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM - FY 2016-2020**  
**WASHOE COUNTY, NEVADA**

FUND SOURCE: RTC FUNDING (Page 1 of 2) LOCAL-RECONSTRUCTION, NEW CONSTRUCTION, AND PREVENTIVE MAINTENANCE-PRIORITIZED BY RTC  
Includes Local Fuel Tax, Sales Tax, Regional Road Impact Fee and RTC Bond Funding

PROJECT DESCRIPTION	LIMITS	PHASE	PROJECT COSTS (\$000'S)					PROJECT CONTRIBUTIONS (\$000'S)			
			FY 16	FY 17	FY 18	FY 19	FY 20	TOTAL	FEDERAL	STATE	LOCAL
<u>Corridor Improvement Projects</u> Virginia Street Bus RAPID Transit Extension Project <u>Funding sources:</u> RTC Funding - \$15,810,000 STP-Local - \$2,850,000 CMAQ - \$5,700,000 Total project cost - \$60,000,142/RTIP funding - \$24,360,000	Plumb to 19th	E,R,C		\$10,000	\$2,810	\$3,000		\$15,810	\$0	\$0	\$15,810
4th Street/Prater Way Corridor Multimodal Improvements <u>Funding sources:</u> RTC Funding - \$11,000,000 STP-Local - \$12,400,000 CMAQ - \$5,600,000 TIGER Grant - \$16,000,000 Total project cost - \$52,766,000/RTIP funding - \$45,000,000	Evans to Pyramid	E,R,C	\$10,000	\$1,000				\$11,000	\$0	\$0	\$11,000
Virginia Street Bridge Replacement @ Truckee River		C	\$2,000					\$2,000	\$0	\$0	\$2,000
N McCarran Blvd Intersection Improvement @ N Virginia		E,R,C	\$4,000					\$4,000	\$0	\$0	\$4,000
SouthEast Connector Phase 2 Total project cost Phase 2 - \$190,000,000/RTIP funding - \$175,300,000	S Meadows to Clean Water	R	\$5,700					\$5,700	\$0	\$0	\$5,700
SouthEast Connector - Wetlands Maintenance Yori Drain Wetlands		C	\$50	\$50	\$50	\$50	\$50	\$250	\$0	\$0	\$250
Reno-Sparks Riverside Pathway Phase I - Construct Pathway		O		\$1,000				\$1,000	\$0	\$0	\$1,000
		C									
								See Totals On Page 9			

Phases: E(Engineering/Design); R(Right-of-Way); C(Construction); O(Operations); V(Vehicles/Equipment)  
Totals may vary slightly due to rounding

Approval Date 8-21-15

**REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM - FY 2016-2020**  
**WASHOE COUNTY, NEVADA**

FUND SOURCE: RTC FUNDING (Page 2 of 2) LOCAL-RECONSTRUCTION, NEW CONSTRUCTION, AND PREVENTIVE MAINTENANCE-PRIORITIZED BY RTC  
Includes Local Fuel Tax, Sales Tax, Regional Road Impact Fee and RTC Bond Funding

PROJECT DESCRIPTION	LIMITS	PHASE	PROJECT COSTS (\$000'S)					PROJECT CONTRIBUTIONS (\$000's)			
			FY 16	FY 17	FY 18	FY19	FY 20	TOTAL	FEDERAL	STATE	LOCAL
Group Categories											
Bike/Ped Improvements 3/4/5-CMAQ Match	Evans - 4th to N McCarran	E,R,C	\$68					\$68	\$0	\$0	\$68
Bike/Ped Improvements 2016	Various Locations	E,R,C	\$50					\$50	\$0	\$0	\$50
Traffic Engineering Spot Intersection Improvements 5	Region-wide	E,R,C	\$1,100					\$1,100	\$0	\$0	\$1,100
Traffic Management	Region-wide	E,R,C	\$50					\$50	\$0	\$0	\$50
ITS Pilot Project/Design - CMAQ Match	Region-wide	E,R,C	\$50					\$50	\$0	\$0	\$50
Traffic Management 2A - CMAQ Match	Region-wide	E,R,C		\$50				\$50	\$0	\$0	\$50
Traffic Management 2B - CMAQ Match	Various Regional Roads	E,C	\$600					\$6,600	\$0	\$0	\$6,600
ADA Pedestrian Transition Improvements	Region-wide	E,C			\$2,000	\$2,000	\$2,000	\$15,000	\$0	\$0	\$15,000
Preventive Maintenance	Various regional roads	E,C			\$5,000	\$5,000	\$5,000	\$6,000	\$0	\$0	\$6,000
Corrective Maintenance Project	Various regional roads	E,C			\$2,000	\$2,000	\$2,000	\$27,000	\$0	\$0	\$27,000
Reconstruction	Various regional roads	E,C			\$9,000	\$9,000	\$9,000	\$29,690	\$0	\$0	\$29,690
Complete Street Program	Various regional roads	E,C			\$9,690	\$8,000	\$12,000				
Multimodal/Capacity/Intersection Improvements											
	</										

Phases: E(Engineering/Design); R(Right-of-Way); C(Construction); O(Operations); V(Vehicles/Equipment)

Totals may vary slightly due to rounding

Approval Date 8-21-15

REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM - FY 2016-2020  
WASHOE COUNTY, NEVADA

FUND SOURCE: OTHER (Page 1 of 2)

PROJECT DESCRIPTION	LIMITS	PHASE	PROJECT COSTS (\$000'S)					PROJECT CONTRIBUTIONS (\$000's)			
			FY 16	FY 17	FY 18	FY 19	FY 20	TOTAL	FEDERAL	STATE	LOCAL
<u>State Gas Tax</u> US 395/I-580/I-80 Freeway management ITS project Funding sources: State Gas Tax - \$3,750,000 NHPP - \$1,250,000 RTIP project funding - \$5,000,000		E,C	\$750	\$750	\$750	\$750	\$750	\$3,750	\$0	\$3,750	\$0
Glendale Avenue Reconstruct roadway	Kietzke to McCarran	C	\$16,350					\$16,350	\$0	\$16,350	\$0
US 395 NEPA and Design Funding sources: State Gas Tax - \$1,500,000 RTC Fuel Tax - \$500,000 RTIP project funding - \$2,000,000 State Gas Tax Total	I-80 to Parr	E		\$1,500				\$1,500	\$0	\$1,500	\$0
<u>Highway Safety Improvement Program</u> Kietzke Lane Surface Improvements Project will be Advance Constructed against FY18 funding	Galletti to 200' n of Mill	C	\$17,100	\$2,250	\$750	\$750	\$750	\$3,750	\$3,563	\$187	\$0 <sup>1</sup>
SR 431 Mt Rose Highway Construct a Truck Escape Ramp	Milepost .268 to .651	E,R,C	\$4,100					\$4,100	\$3,895	\$406	\$0 <sup>1</sup>
District II Signal System Modification Package 1	City of Sparks Various Locations	E,C	\$2,361					\$2,361	\$2,243	\$118	\$0 <sup>1</sup>
District II Signal System Modification Package 2	City of Sparks Various Locations	E C		\$17 \$1,000				\$17 \$1,000	\$16 \$950	\$1 \$50	\$0 <sup>1</sup> \$0 <sup>1</sup>
Match is State Funding								See Totals On Page 11			

Phases: E(Engineering/Design); R(Right-of-Way); C(Construction); O(Operations); V(Vehicles/Equipment)  
Totals may vary slightly due to rounding

Approval Date 8-21-15

REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM - FY 2016-2020  
 WASHOE COUNTY, NEVADA

FUND SOURCE: OTHER (Page 2 of 2)

PROJECT DESCRIPTION		LIMITS	PHASE	PROJECT COSTS (\$000'S)					PROJECT CONTRIBUTIONS (\$000'S)					
				FY 16	FY 17	FY 18	FY 19	FY 20	TOTAL	FEDERAL	STATE	LOCAL		
<u>Highway Safety Improvement Program cont.</u>														
Flanigan Road Surface Improvement			E	\$10							\$10	\$5	\$0 <sup>1</sup>	
Replace crossing surface with concrete panels			C	\$140							\$140	\$95	\$0 <sup>1</sup>	
Second Street		Keystone to I 580	C		\$3,000						\$3,000	\$2,850	\$0 <sup>1</sup>	
Pedestrian and ADA improvements														
<b>TIGER Grant</b>														
4th Street/Prater Way Corridor		Evans to Pyramid	E,R,C	\$16,000							\$16,000	\$16,000	\$0	
Multimodal Improvements														
Funding sources:														
TIGER Grant - \$16,000,000														
STP-Local - \$12,400,000														
CMAQ - \$5,600,000														
RTC Funding - \$11,000,000														
Total project cost - \$52,766,000/RTIP funding - \$45,000,000														
Total Project Costs				\$39,711	\$10,017	\$750	\$750	\$750			\$51,978	\$29,617	\$22,562	\$0
Federal Funds Scheduled for Programming				\$3,895	\$3,563	\$0	\$0	\$0						
State Funds Scheduled for Programming				\$1,155	\$2,438	\$750	\$750	\$750						
Local Funds Scheduled for Programming				\$34,661	\$4,017	\$0	\$0	\$0						

Match is State Funding

Phases: E(Engineering/Design); R(Right-of-Way); C(Construction); O(Operations); V(Vehicles/Equipment)

Totals may vary slightly due to rounding

Approval Date 8-21-15

REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM - FY 2016-2020  
WASHOE COUNTY, NEVADA  
PUBLIC TRANSPORTATION  
FUND SOURCE: FTA (Page 1 of 2)

PROJECT DESCRIPTION	LIMITS	PHASE	PROJECT COSTS (\$000'S)					PROJECT CONTRIBUTIONS (\$000'S)			
			FY 16	FY 17	FY 18	FY 19	FY 20	TOTAL	FEDERAL	STATE	LOCAL <sup>1</sup>
<b>FTA Section 5307<sup>2</sup></b>											
<u>RIDE/ACCESS Preventive Mtce- Mechanical</u>	Systemwide	O	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$20,000	\$16,000	\$0	\$4,000
<u>RIDE Capital</u>											
Transit Enhancements (1% formula allocation minimum)	Systemwide	V, C	\$74	\$77	\$79	\$81	\$84	\$395	\$316	\$0	\$79
Support Vehicles (RTC Administration)	Systemwide	V		\$60		\$60		\$120	\$96	\$0	\$24
Shop Equipment	Systemwide	V	\$50	\$50	\$50	\$50	\$50	\$250	\$200	\$0	\$50
Replacement Vehicles	Systemwide	V	\$700	\$500	\$500	\$500	\$1,100	\$3,300	\$2,640	\$0	\$660
Number			1	1	1	1	2				
Vehicle/Communication/Computer Equipment	Systemwide	V	\$217	\$214	\$285	\$210	\$250	\$1,176	\$941	\$0	\$235
ITS	Systemwide	V	\$50	\$50	\$50	\$50	\$50	\$250	\$200	\$0	\$50
Building Renovations and Upgrades	Systemwide	C	\$1,300	\$1,100	\$1,100	\$1,200	\$700	\$5,400	\$4,320	\$0	\$1,080
<b>Total Section 5307 - RIDE</b>			\$2,391	\$2,051	\$2,064	\$2,151	\$2,234	\$10,891	\$8,713	\$0	\$2,178
<u>ACCESS Operations (10% formula allocation for ADA related expenses)</u>	Systemwide	C	\$744	\$767	\$789	\$813	\$838	\$3,951	\$3,161	\$0	\$790
<u>ACCESS Capital</u>											
Facilities (Operations & Maintenance)	ACCESS Bldg @ Sutro	C	\$75		\$75	\$75	\$80	\$305	\$244	\$0	\$61
Replacement Vehicles (CNG Vans)	Systemwide	V	\$500	\$500	\$500	\$500	\$500	\$2,000	\$1,600	\$0	\$400
Number			2	2	2	2	3				
<b>Total Section 5307 ACCESS</b>			\$819	\$1,267	\$1,364	\$1,388	\$1,418	\$6,256	\$5,005	\$0	\$1,251
<b>Total Section 5307</b>			\$7,210	\$7,318	\$7,428	\$7,539	\$7,652	\$37,147	\$29,718	\$0	\$7,429
FTA Section 5307 Balance Forward			\$0	\$0	\$0	\$0	\$0				
FTA Section 5307 Allocation			\$5,768	\$5,854	\$5,942	\$6,031	\$6,122				
FTA Section 5307 Local Match			\$1,442	\$1,464	\$1,486	\$1,508	\$1,530				
Available FTA Section 5307 Funds			\$7,210	\$7,318	\$7,428	\$7,539	\$7,652				

<sup>1</sup> Local contributions for transit projects are from a 5/16 cent sales tax revenue, contribution could vary

<sup>2</sup> Capital project costs shown for year of grant application, not necessarily year of expenditure

Phases: E(Engineering/Design); R(Right-of-Way); C(Construction); O(Operations); V(Vehicles/Equipment)

Totals may vary slightly due to rounding

REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM - FY 2016-2020

WASHOE COUNTY, NEVADA

PUBLIC TRANSPORTATION

FUND SOURCE: FTA (Page 2 of 2)

PROJECT DESCRIPTION	LIMITS	PHASE	PROJECT COSTS (\$000'S)					PROJECT CONTRIBUTIONS (\$000's)			
			FY 16	FY 17	FY 18	FY 19	FY 20	TOTAL	FEDERAL	STATE	LOCAL 1
<b>FTA Section 5339<sup>2</sup></b>											
<b>Formerly Section 5309 no longer discretionary but formula based</b>											
<b>RIDE Capital</b>											
Building Renovations and Upgrades	Systemwide	C	\$160					\$210	\$168	\$0	\$42
Support Vehicle	Systemwide	V	\$40			\$50					
Replacement Vehicles	Systemwide	V		\$760	\$775	\$775	\$400	\$2,710	\$2,168	\$0	\$542
<b>ACCESS Capital</b>											
Facilities (Operations and Maintenance)	Systemwide	C		\$50	\$50		\$50	\$200	\$160	\$0	\$40
Replacement Vehicles	Systemwide	V	\$601				\$500	\$1,101	\$881	\$0	\$220
Number			3								
Total Section 5339			\$801	\$810	\$825	\$875	\$950	\$4,261	\$3,409	\$0	\$852
<b>FTA Section 5339 Balance Forward</b>											
<b>FTA Section 5339 Allocation</b>											
<b>FTA Section 5339 Local Match</b>											
<b>Available FTA Section 5339 Funds</b>											
<b>FTA Section 5310 - Elderly Persons and Persons with Disabilities<sup>3</sup></b>											
Access to Healthcare Network - Sierra Nevada Transportation Help Line		O	\$80					\$80	\$40	\$0	\$40
Access to Healthcare Network - Sierra Nevada Transportation Help Line		V	\$2					\$2	\$1	\$0	\$1
AHN - Non-Emergency Medical Related Transportation		O	\$300					\$300	\$150	\$0	\$150
AHN - Non-Emergency Medical Related Transportation		O	\$150					\$150	\$120	\$0	\$30
Sierra Nevada Transportation Coalition		O	\$46					\$46	\$23	\$0	\$23
CitiCare-Purchase non-ADA Paratransit Rides		O	\$149					\$149	\$119	\$0	\$30
Seniors in Service-Senior Companion Program		O	\$54					\$54	\$27	\$0	\$27
Sanford Center for Aging-Senior Outreach Services		O	\$40					\$40	\$20	\$0	\$20
RTC Travel Training for Seniors and Persons with Disabilities		O	\$68					\$68	\$54	\$0	\$14
Total Section 5310			\$889					\$889	\$554	\$0	\$335
<b>FTA Section 5310 Balance Forward</b>											
<b>FTA Section 5310 Allocation</b>											
<b>FTA Section 5310 Local Match</b>											
<b>Available FTA Section 5310 Funds</b>											
Total FTA Project Costs			\$8,900	\$8,128	\$8,253	\$8,414	\$8,602	\$42,297	\$33,680	\$0	\$8,616

<sup>1</sup> Local contributions for transit projects are from a 5/16 cent sales tax revenue, contribution could vary

<sup>2</sup> Capital project costs shown for year of grant application, not necessarily year of expenditure

Phases: E(Engineering/Design); R(Right-of-Way); C(Construction); O(Operations); V(Vehicles/Equipment)

Totals may vary slightly due to rounding

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