Governor Brian Sandoval
Chairman

Paul Nicks
Clerk of the Board

Attorney General Adam Paul Laxalt
Member

Secretary of State Barbara K. Cegavske
Member

STATE OF NEVADA
BOARD OF EXAMINERS

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

PUBLIC MEETING NOTICE AND AGENDA

Date and Time: August 14, 2018, 10:00 AM

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

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

AGENDA

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

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

3. **Approval of the July 10, 2018 Minutes** **(For possible action)**

4. Request to Revise the Victims of Crimes Program's Rules and Policies (For possible action)

NRS 217.130 empowers the Director of the Department of Administration, with the approval of the Board, to adopt, rescind and amend rules prescribing the procedures to be followed in the filing of applications and proceedings regarding compensation for certain victims of criminal acts.

The Victim of Crimes Program Policies were last updated and adopted by the Board in August 2016. The proposed revisions are largely clarifications and minor changes to existing policies and standard for the payment of compensation for the Board's approval.

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

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Conservation and Natural Resources – Conservation Districts	1	$2,500
Department of Public Safety – Division of Emergency Management	1	$31,380
Department of Public Safety – Division of Emergency Management	1	$26,816
Department of Public Safety – State Fire Marshal's Office	1	$40,820
Total	4	$101,516

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

A. Department of Administration – Purchasing Division

Pursuant to NRS 333.705, subsection 1, the Division requests authority to contract with a former correctional officer, Ronald Jaeger, through Allied Universal Security Services, Master Service Agreement #19049, to provide uniformed security guard services. Mr. Jaeger will serve in this capacity through September 30, 2021.

B. Department of Corrections (12)

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with Tamara Bartel, a current Correctional Sergeant with the Nevada Department of Corrections, to deliver packages to inmates. Deliveries are completed on an as needed basis through September 30, 2019.

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with David Bequette, a current Correctional Vocation Trainer with the Nevada Department of Corrections, to deliver packages to inmates. Deliveries are completed on an as needed basis through September 30, 2019.

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with Dennis Ciciliano, a current Combination Welder II with the Nevada Department of Corrections, to deliver packages to inmates. Deliveries are completed on an as needed basis through September 30, 2019.

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with Christian Jones, a current Electronics Technician III with the Nevada Department of Corrections, to deliver packages to inmates. Deliveries are completed on an as needed basis through September 30, 2019.

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with John Julio, a current Food Services Manager II with the Nevada Department of Corrections, to deliver packages to inmates. Deliveries are completed on an as needed basis through September 30, 2019.

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with Rudy Martinez, a current Supply Technician I with the Nevada Department of Corrections, to deliver packages to inmates. Deliveries are completed on an as needed basis through September 30, 2019.

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with Bryan Nason, a current Locksmith I with the Nevada Department of Corrections, to deliver packages to inmates. Deliveries are completed on an as needed basis through September 30, 2019.

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with Sandy Rose, a current Administrative Assistant II with the Nevada Department of Corrections, to deliver packages to inmates. Deliveries are completed on an as needed basis through September 30, 2019.

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with Lashawn Smith, a current Correctional Caseworker Specialist III with the Nevada Department of Corrections, to deliver packages to inmates. Deliveries are completed on an as needed basis through September 30, 2019.

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with Beverly Stewart, a current Accounting Assistant II with the Nevada Department of Corrections, to deliver packages to inmates. Deliveries are completed on an as needed basis through September 30, 2019.

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with Michael Thalman, a current Correctional Sergeant with the Nevada Department of Corrections, to deliver packages to inmates. Deliveries are completed on an as needed basis through September 30, 2019.

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with Duane Wilson, a current Food Services Manager II with the Nevada Department of Corrections, to deliver packages to inmates. Deliveries are completed on an as needed basis through September 30, 2019.

C. Department of Health and Human Services – Division of Public and Behavioral Health

Pursuant to NRS 333.705, subsection 1, the Division requests authority to contract with Carson Valley Children's Center DBA Austin's House with Marla Morris as an employee. Ms. Morris is a former employee as a Social Services Chief II. Austin's House is a licensed provider of short-term emergency shelter care for children in the care and custody of the Division. **Relates to Master Service Agreement Agenda item 15, Contract number 20604**.

Pursuant to NRS 333.705, subsection 1, the Division requests authority to contract with Michelle G. Paul, Ph.D. as a Psychiatrist for the Division of Public and Behavioral Health at the Southern Nevada Adult Mental Health Services campus in Las Vegas. The contract will be performed on an as needed basis and includes the flexibility to accomplish the duties outside of her routine University of Nevada, Las Vegas school hours from July 1, 2018 to June 30, 2022 with an option to renew for 5 one year extensions. **Relates to Master Service Agreement Agenda item 15, Contract number 20170.**

D. Department of Transportation

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with a former employee, Paul Frost. CA Group plans to utilize Mr. Frost's expertise to assist in the Quality Assurance review of bidding documents, specifically a check of quantities for drainage and roads in the Centennial Bowl. Mr. Frost will work on a part-time contracted position estimated to start late 2018 and be completed early 2020.

Pursuant to NRS 333.705, subsection 1, the Department requests authority to sub-contract with a former employee, Paul D. Kiser. Parsons Transportation Group is proposing to engage Mr. Kiser as a sub-consultant for Facilitation Services related to NDOT's traffic safety program. This will be a part-time sub-contracted position subject to workload and availability working three to six months in length.

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

(For possible action)

A. Department of Corrections

Pursuant to NRS 353.268, the Department requests an allocation of $158,000 in Fiscal Year 2019 from the Interim Finance Committee, General Fund Contingency Account, to fund the re-purposing of existing Department of Motor Vehicles IT Equipment.

B. Department of Public Safety – Nevada Highway Patrol

Pursuant to NRS 353.268, the Division requests an allocation of $11,100 from the Interim Finance Committee Contingency Account to cover the cost of providing protective services as requested by the U.S. Secret Service to dignitaries visiting Nevada for the remainder of the fiscal year.

C. Department of Public Safety – Records, Communications and Compliance Division

Pursuant to NRS 353.268 the Division of Records, Communications and Compliance requests an allocation of $86,398 from the Interim Finance Contingency Account to support the addition of a Management Analyst III position responsible for the operations, development and implementation of the Sexual Assault Kit Initiative/Program.

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

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

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

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
	Nevada System of Higher Education (NSHE)		
2987	NSHE- University of Nevada, Las Vegas	$1,141,324	
2988	NSHE- Intercollegiate Athletics - University of Nevada, Las Vegas	$8,655	
2992	NSHE - University of Nevada, Las Vegas - Law School	$158,369	
3001	NSHE - Statewide Programs – University of Nevada, Las Vegas	$8,177	
3002	NSHE - University of Nevada, Las Vegas - Dental School	$162,056	
3004	NSHE - Business Center South	$19,663	
3014	NSHE - University of Nevada, Las Vegas - School of Medicine	$66,638	
	Total	**$1,564,882**	

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

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

0210 – Travel Status

10. Approval of Proposed Master Lease Agreements **(For possible action)**

Department of Administration - Division of Enterprise Information Technology Services

The Division seeks approval for the third amendment to the existing master lease agreement with Dell Financial Services which provides mid-range equipment for state applications not to exceed $5,634,728.83.

11. Information Item – Reports

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, IFC Unrestricted Contingency Funds and IFC Restricted Contingency Funds as of June 18, 2018.

TORT Claim Fund	$ 5,804,931.63
Statutory Contingency Account	$ 633,069.79
Stale Claims Account	$ 850,076.26
Emergency Account	$ 279,841.00
Disaster Relief Account	$ 9,074,114.00
IFC Unrestricted Contingency Fund General Fund	$10,126,882.06
IFC Unrestricted Contingency Highway Fund	$ 1,676,832.35
IFC Restricted Contingency Fund General Fund	$12,906,386.00
IFC Restricted Contingency Highway Fund	$ 2,379,248.00

12. Approval of Proposed Leases (For possible action)

13. Approval of Proposed Contracts (For possible action)

14. Approval of Proposed Work Plan (For possible action)

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

16. Information Item – Clerk of the Board Contracts

Pursuant to NRS 333.700, the Clerk of the Board may approve all contract transactions for amounts less than $50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold ($10,000 - $49,999). Attached is a list of all applicable approvals for contracts and amendments approved from June 19, 2018 through July 23, 2018.

17. Approval of a Settlement for Early Termination of a Contract

(For possible action)

Department of Motor Vehicles

Pursuant to Article 5, Section 21 of the Nevada Constitution, the Department requests settlement approval to fully resolve the termination of contract #17601 with Tech Mahindra for the System Modernization Project.

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

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

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

Agenda Posted at the Following Locations:

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

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

Governor Brian Sandoval
Chairman

James R. Wells, CPA
Clerk of the Board

Attorney General Adam Paul Laxalt
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MINUTES

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

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

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

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

OTHERS PRESENT:
Steve Weinberger, Governor's Finance Office, Administrator, Internal Audits Division
Leanne Lima, Department of Administration, State Public Works Division, Leasing Section
Patrick Cates, Department of Administration, Administrator
Bruce Nipp, Department of Administration, Interim Deputy Director,
State Public Works Division
Jeff Current, Department of Administration, State Public Works Division, Project Manager

DRAFT

1. Call to Order / Roll Call

Governor: Good morning ladies and gentlemen, I will call the Board of Examiners Meeting to order. Madam Secretary, can you hear us loud and clear in Las Vegas?

Secretary of State: Yes I can, Governor. Thank you.

Governor: Thank you.

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

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

Secretary of State: No, Governor. There is nobody here that would like to provide public comment.

Governor: All right, thank you. Before we leave public comment, I have a public comment. It is a little bitter sweet but today is Jim Wells last day presiding over the Board of Examiners Meeting. Mr. Wells has served the State with great distinction for many, many years. If all of you would please bear with me, I have a copy of a proclamation that is going to be presented to Mr. Wells. I guess it is going to kind of spoil the surprise but July 13th is James Wells Day in the Great State of Nevada.

http://gov.nv.gov/News-and-Media/Proclamations/2018NEW/A-Day-in-Honor-of-James-R_-Wells/

Governor: I have had the privilege of working with Jim for several years now and there is not any piece of the budget that he is not aware of. I know that all the advice that I get from him is spot on, with regard to the budget. Preparing a budget is a big challenge and Jim is ready — as some of you can probably appreciate, particularly those of you on the cabinet to let you know exactly where you stand. He always has Nevada's best interests in mind.

Jim, I am really going to miss you. The State is going to miss you and you should be incredibly proud of what you have done and what you have accomplished on behalf of the people of the State of Nevada. So, thank you.

Secretary of State: Governor thank you very much for what you have done, the proclamation and everything for Jim Wells. Just on behalf of the Secretary of State's Office,

we really want to thank Jim as well. He has been outstanding to work with. He has done a yeoman's job. I cannot imagine anybody working on the budget as hard and as efficient as he did. I would like to personally thank him and thank you Governor for what you read. We really are going to miss you Jim but we wish you the best and we are happy about July 13th being your day.

Attorney General: Jim, I just want to thank you as well on behalf of our office. We have worked on thousands of things together over the last few years. You have been a great partner. Congratulations and I hope you enjoy your retirement.

Clerk: Thank you, Governor and Members of the Board; this has truly been the honor of my career to serve you and the citizens of the State in this capacity. I certainly come to work every day with the citizen's best interests in mind and appreciate everything you have done in leading the State through what has been a very difficult economic time.

Governor: Thank you, Director Wells.

3. Approval of the June 19, 2018 Minutes **(For possible action)**

Governor: We will move on to agenda item number 3, which is approval of the June 19, 2018 meeting. Have the Members had an opportunity to review the minutes and are there any changes? If not, the Chair will accept a motion for approval.

Attorney General: Move to approve.

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

Secretary of State: I second.

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

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

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

Governor: We will move to agenda item number 4, which is Discussion and Possible Adoption of Proposed Regulation as Identified in LCB File No. R034-18. Director Wells, did you want to lay down an introduction please?

Clerk: Thank you Governor. NRS 353.090, Subsection 1 was amended by Assembly Bill 216 in 2003 to require the Board of Examiners adopt regulations providing for the use of sampling procedures and post-audit techniques for the determination of the correctness of claims for payments from the State Treasury pursuant to either an appropriation or authorization by the Legislature. Prior to the implementation of that bill, the adoption of regulations was permissive but not required. We happened to run across the requirement when we were updating one of the chapters in the State Administrative Manual. So, we have been working to update them—to create the Reg and do the workshops.

Internal Audit Administrator Weinberger and Ms. Hoover will be available to answer any questions Board Members may have.

Governor: All right, thank you Mr. Wells. I will open the Hearing on this Matter. Mr. Weinberger, good morning.

Steve Weinberger: Good morning.

Governor: Please proceed.

Steve Weinberger: Thank you sir. The compliance review section of our Division is responsible for reviewing claims against the State or expenditures. The Section consists of two Auditor III's; Maria Moreno and Hilary Reynolds. They are supervised by Executive Branch Auditor III, Lori Hoover. Maria and Hilary perform compliance reviews of Executive Branch Agencies during which they review agency fiscal procedures for compliance with state and federal guidelines and proper internal controls.

They also review Agency expenditures pursuant to NRS 353.090, by reviewing expenditure entries in the state's accounting system. They select expenditures to review based on our experience, have the most potential for unallowable purchases, miscoding, services purchased without a contract, late fees and possible fraud. Also, if we know potential issues from prior reviews, our fraud hotline, other audits or our review of Agency procedures, we ensure we select expenditures that may be exceptions as a result of those issues. Selecting expenditures in this judgmental manner is more efficient than using a statistical sample, as the transactions, we select to have more potential for an exception.

With that, I am happy to answer any questions.

Governor: Thank you, Mr. Weinberger. I have no questions. Board Members, any questions on this matter?

Secretary of State: No, Governor.

Governor: All right. Pursuant to the Notice of Intent to Act Upon a Regulation, persons wishing to comment upon the proposed action of the Governor's Office, Finance Office, Internal Audits Division, may appear at the scheduled public hearing or may address their comments, state their view or arguments in written form to Steve Weinberger. Is there

anyone present that wish to comment on this matter in Carson City? I hear and see no one. Is there anyone present in Las Vegas that wishes to comment on this matter?

Secretary of State: No Governor, there is nobody here.

Governor: Thank you Madam Secretary. And, Mr. Weinberger, did you receive any comments?

Steve Weinberger: We held a workshop but there were no public comments.

Governor: Thank you. So, if there are no public comments, Mr. Weinberger, any other remarks that you wanted to make for the record?

Steve Weinberger: No sir.

Governor: All right. If there are no further questions or comments, the Chair will accept a motion to approve LCB File No. R034-18, which is an amendment to Chapter 353 of the NAC.

Attorney General: Move to approve.

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

Secretary of State: I will second it, Governor.

Governor: Thank you, Madam Secretary has seconded the motion. Any questions or discussion? I hear none. That motion passes 3-0. I will close the Hearing on this matter. Thank you.

Steve Weinberger: I also would like to thank Director Wells. He has shown great leadership and I can honestly say, working for him, I have learned so much more about the State and I had already been working for the State for 25 years before he took over as Director. So, again, I would like to thank Director Wells for everything he has done for our Division.

Governor: Thank you, Mr. Weinberger.

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

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

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

Governor: We will move to agenda item number 5 which is a Request to Purchase State Vehicles. Director Wells.

Clerk: Thank you, Governor. There are four requests for 12 vehicles in this agenda item.

The first request is from the Department of Administration, Fleet Services to purchase three replacement vehicles, two for the Division of Parole and Probation and the other for the Employment Security Division that were totaled in accidents. These will be purchased using agency reserves and are subject to the approval of an IFC work program at the August meeting.

The second request is from the Department of Conservation and Natural Resources Division, Division of Water Resources to purchase a replacement vehicle for the Las Vegas Water Basin District. The two vehicles being replaced have met the age and/or mileage requirements that are in the State Administrative Manual. This request is from a non-executive budget account.

The third request is from the Department of Public Safety, Highway Patrol Division to lease five vehicles for the Highway Safety Grant Account. These five vehicles replace five leased vehicles where the leases expired on June 30, 2018.

The final request is from the Department of Public Safety, Investigations Division to replace three vehicles which have met the age and/or mileage requirements in the State Administrative Manual. The two new SUVs and one pickup truck will replace two SUVs and a sedan and were included in the agency's legislatively approved budget.

There are representatives available if the Board Members have any questions.

Governor: Thank you, Director Wells. I have no questions. Board Members, any questions on agenda item number 5.

Secretary of State: I have none.

Attorney General: I have no questions, I move to approve.

Governor: Attorney General has moved to approve the request to purchase state vehicles as presented in agenda item number 5, Madam Secretary, do you have a second?

Secretary of State: I have a second for you, Governor.

Governor: Thank you, Secretary of State has seconded the motion. Are there any questions or discussion? I hear none. That motion passes 3-0.

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

A. Department of Public Safety – Division of Highway Patrol

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

B. Office of the Attorney General

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

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

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

D. Governor's Finance Office – Budget Division

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

Governor: We will move on to agenda item number 6, Authorization to Contract with a Current and/or Former State Employee, Director Wells.

Clerk: Thank you, Governor. Item 6 includes four requests to contract with current and/or former employees pursuant to NRS 333.705 Subsection 1.

The first request is from the Department of Public Safety, Highway Patrol to contract with a vendor to provide tow management services which employ a former employee who retired in March 2017. The former employee did not have any influence or authority over the Request For Proposal processes for this contract.

The second request is from the Office of the Attorney General to utilize a former senior engineer at the Bureau of Consumer Protection as an expert witness in cases involving utility rate establishment and impacts to customers. The employee who retired in July 2017 will be engaged on an as-needed basis at a rate of $125 per hour for the period of July 1, 2018 through June 30, 2020. This request relates to contract number 1 under agenda item 11.

The third request is from the Department of Health and Human Services, Division of Child and Family Services to utilize a current System of Higher Education employee to provide psychiatric services to youth at the Nevada Youth Training Center in Elko. The employee will provide services for approximately 8 to 16 hours per month at a rate to be negotiated by the Division for the period of July 1, 2018 through June 30, 2022. This item relates to information contract #4 under agenda item 13.

The final request is from the Governor's Finance Office to contract with a former State employee who retired in October 2017 to assist with the preparation of the Governor's Executive Budget. The contractor will work approximately 20 hours per week from September through the early January at an hourly rate of $70.

There are representatives available from the Departments to answer any questions.

Governor: Thank you, Director Wells. Board Members, any questions on agenda item number 6? If there are none, the Chair will accept a motion for approval.

Attorney General: Move to approve.

Governor: Attorney General has moved to approve the authorization to contract with a current and/or former state employee as presented in agenda item number 6, is there a second?

Secretary of State: I will second it Governor.

Governor: The Secretary of State has seconded the motion. Any questions or discussion on the motion? I hear none. That motion passes 3-0.

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

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

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

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
	Department of Conservation and Natural Resources		
4150	Administration	$10,718	
	Total	**$10,718**	
	Department of Corrections		
3706	Prison Medical Care	$512,000	
3710	Director's Office	$382,799	
3711	Correctional Programs	$75,000	
3716	Warm Springs Correctional Center	$12,000	
3717	Northern Nevada Correctional Center	$602,043	
3722	Stewart Conservation Camp	$32,249	
3738	Southern Desert Correctional Center	$532,409	
3739	Wells Conservation Camp	$25,511	
3748	Jean Conservation Camp	$10,000	
3751	Ely State Prison	$669,876	
3761	Florence McClure Women's Correctional Center	$326,471	

3762	High Desert State Prison	$1,110,399	
	Total	**$4,290,757**	
	Nevada System of Higher Education		
3005	Nevada State College	$99,552	
2982	University of Nevada, Reno – School of Medicine	$588,445	
	Total	**$687,997**	

Governor: We will move on to agenda item number 7, Request for the Allocation and Disbursement of Funds for Salary Adjustments. Director Wells.

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

An agency whose actual salaries exceed their budgeted amount due to the vacancy savings or the cost of living adjustments are allowed to request salary adjustment dollars from the Board of Examiners. This item represents access to those funds by:

The Department of Conservation and Natural Resources to cover the cost of the Cost of Living Adjustment (COLA) in the amount of $10,718 in General Funds;

Various institutions and accounts within the Department of Corrections to cover vacancy savings and the cost of the COLAs in the amount of $4,290,757 in General Funds; and

Nevada State College and the University of Nevada, Reno (UNR) School of Medicine within the Nevada System of Higher Education to cover vacancy savings and the cost of the COLAs in the amount of $687,997 in Higher Education General Funds.

There are representatives available to answer any questions.

Governor: Thank you, Director Wells. I have no questions. Board Members, any questions with regard to agenda item number 7? If there are none, the Chair will accept a motion for approval.

Attorney General: Move to approve.

Governor: The Attorney General has moved to approve the request for the allocation and disbursement of funds for salary adjustments as presented in agenda item number 7. Is there a second?

Secretary of State: I will second it, Governor.

Governor: The Secretary of State has seconded the motion, any questions or discussion? I hear none. That motion passes 3-0.

8. Request for Approval to Join or Use Other Government's Contract

(For possible action)

Governor's Office of Economic Development

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

Governor: Director Wells, my understanding is that agenda item number 8 has been withdrawn?

Clerk: That is correct, Governor. Item 8 needs to be withdrawn.

Governor: All right. So, agenda item 8 is withdrawn.

9. Approval of Proposed State Administrative Manual Changes

(For possible action)

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

3000 – Grant Requirements

Governor: We will move to agenda item number 9, Approval of Proposed State Administrative Manual Changes, Director Wells.

Clerk: Thank you Governor. Item 9 seeks approval to revise Chapter 3000 of the State Administrative Manual regarding Grants. This chapter has been revised to clean up and/or clarify certain language; to remove duplicative language already included in statute, regulation or other source documents, like the new grants manual; to remove language which is no longer applicable and to consolidate certain sections. The revised chapter attempts to address grants in three phases: the pre-award phase, a post-award phase and a grant closeout phase. Ms. Lucido from the Grants Office is available to answer any questions that the Board Members may have.

Governor: Thank you, Director Wells. Pretty straightforward in my mind. Any questions from Board Members? If there are none, the Chair will accept a motion to approve agenda item number 9.

Attorney General: Move to approve.

Governor: The Attorney General has moved for the approval of the proposed State Administrative Manual changes as presented in agenda item number 9. Is there a second?

Secretary of State: I will second it, Governor.

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

10. Approval of Proposed Leases (For possible action)

Governor: On to agenda item number 10, Approval of Proposed Leases. Director Wells.

Clerk: Thank you, Governor. There are six leases in agenda item 10 for approval by the Board this morning. Leases 3 and 4 are related. There is a transposition in the amount for lease number 4 which should read $1,026,444, not $1,206,444. There is also an amendment to this proposed lease which was received subsequent to the posting of the agenda to include an additional 259 square feet and a revised total cost of $1,044,222. This lease has not yet been approved by the City of North Las Vegas and is contingent upon such approval. No additional information has been requested by any of the members.

Governor: Thank you, Director Wells. I have no questions. Board Members, any questions with regard to agenda item number 10? If there are none, the Chair will accept a motion to approve with the amendments described by Director Wells in lease number 4.

Attorney General: Governor, can we have the Department of Administration come up to discuss items 3 and 4? I just wanted to take the opportunity to get an update. Obviously, the Secretary of State's Office and our Office have had ongoing issues with the Grant Sawyer Building. I certainly plan on supporting the Secretary of State's plan to find temporary workspace and I would just like an update on where we are with our Office.

Leanne Lima: For the record, Leanne Lima, Public Works Division, Leasing Section. Under direction from the prior Interim Administrator, we were looking for between 10,000 to 50,000 square feet of the potential leased facility. I believe that the Department of Health and Human Services has provided 10,000 square feet for those that are going to be most affected by the construction.

Patrick Cates: For the record, Patrick Cates. We had a meeting with your staff, I think it was two weeks ago and found some space, temporarily, to house your staff with the Department of Health and Human Services. I believe that is progressing forward. I believe your staff is going to go back and look at costs associated with the move, being able to support the IT infrastructure. I have not followed up with Mr. Trutanich but I believe that it is progressing.

Attorney General: Well, I just want to take the opportunity to thank you guys. We have been talking about this for a few months and I appreciate you all making it a priority and

understanding how important it is for this section of our employees, to be able to have a safe work environment. I really appreciate finding a good accommodation to allow our employees to be able to work in a safe environment and something that won't cost a tremendous amount of money. Thank you very much for working with us. We look forward to sorting out the final details in the coming weeks ahead.

Patrick Cates: Very good, thank you.

Governor: Mr. Cates, I want to make sure it is clear on the record with regard to Lease 4, it is not a temporary lease, it is a three-year lease, is that correct, Director Cates?

Patrick Cates: For the record, Patrick Cates. That is correct. The situation for Secretary of State is different; it is a three-year lease to move all of their offices to the City of North Las Vegas.

Governor: What is going to happen with that space that the Secretary of State is vacating?

Patrick Cates: So, we are evaluating options for that currently. We do plan on coming forward at the August Interim Finance Committee to start a project to plan the next set of projects in that building. Depending on what the scope of that is, it may be prudent to leave that space vacant as we stage work in that building. Otherwise, we have multiple agencies interested in occupying that space. We are trying to evaluate that right now. We could fill it easily if we needed to but it would all depend. I would hate to move somebody in there and then turn around and start having to move people out because of work that we are going to do in the next biennium.

Governor: Understood, thank you.

Patrick Cates: Thank you.

Governor: Board Members, any other questions with regard to agenda item number 10? If there are none, the Chair will accept a motion for approval of leases 1-6.

Attorney General: Move to approve.

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

Secretary of State: I will second it, Governor.

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

11. Approval of Proposed Contracts (For possible action)

Governor: We will move on to agenda item number 11, Contracts. Director Wells.

Clerk: Thank you Governor. There are 19 contracts in agenda item 11 for approval by the Board this morning. Contract # 1 relates to agenda item 6B. Members requested additional information on the following: Contract #3 between the Department of Administration, State Public Works and Black Eagle Consulting. Contract #5 between the Department of Administration, State Public Works Division and Core Construction Services. Contract #8 between the Department of Administration, State Public Works Division and Punch, LLC.

Governor: All right. Thank you, Director Wells. If there is a representative with regard to Contracts 3 and 5, present? I am the one who asked to have these held because it's good news. I mean, this is the construction of the new Engineering Building at the University of Nevada, Reno. I wanted to get an update on the progress. Please proceed, good morning.

Bruce Nipp: Bruce Nipp, Interim Deputy Administrator for State Public Works, for the record.

Jeff Current: Jeff Current, Project Manager, State Public Works.

Governor: It seems like the progress is moving forward. It is an exciting development up at the University. Just want to make sure that we are on schedule.

Bruce Nipp: Yes, we are very much on schedule, thanks to some assistance in getting it on the agenda for today's meeting. The project is actually going to begin construction in about six days. The schedule was very aggressive in order to be able to get some of the site work completed during the summer session. The pricing is all in place and the project is ready to commence if it is approved today.

Governor: Do you have a general idea of what the construction window is?

Bruce Nipp: So, the construction will commence on July 16th based on your approval today and will be completed on June 25, 2020.

Governor: All right, that is good news. It seems like a long time.

Bruce Nipp: It is a very complicated site. Very condensed and difficult to access on the property. There was a lot of site work that needed to be handled to make it possible to build the building.

Governor: And, all in, will you remind what the cost of the building is?

Jeff Current: $78,850,138.

Governor: It is actually less than I thought it was. I thought it was closer to $100 million. So, this is the complete cost but does not include obviously furniture, fixtures and those types of items? The labs and all those things?

Jeff Current: That is the construction costs.

Governor: Okay. Well again, this is a really important development for the University. It essentially takes it to the next level with regard to what is happening economically and the types of companies that are going around. I toured the current Engineering Building and some of their professors were doing research in the basement with some pretty primitive labs. This really brings the University to the forefront with regard to engineering. The Engineering School is the fastest growing school at the UNR. This is a big day. I appreciate your work. I appreciate your willingness to expedite this and to get it on this agenda because the other thing that was happening was the construction costs were going to go up dramatically because of the increases in the prices of steel, etc. We needed to lock all those things in. So, again, thank you.

Bruce Nipp: To add to your very point, some of the spaces in the building incorporate some very high-end current thinking with regard to technology.

Governor: Fabulous. Board Members, any other questions with regard to Contracts 3 or 5?

Secretary of State: No, Governor.

Attorney General: Thank you.

Governor: Thank you gentlemen. We will move to agenda item number 8. So again, I asked for this agenda item to be held. Many of you may or may not be aware that this has been in the works for some time but there is going to be a new memorial on the Capitol Mall, which is going to memorialize our fallen heroes. The men and women who made the ultimate sacrifice from the State of Nevada. I do not know if you have any of the schematics with regard to it, but it is going to be absolutely beautiful. Just to give you a small glimpse of what it is. The names are all going to be etched in steel on top and when the sun comes through, you are going to be able to see those names on the ground. It is going to be lit spectacularly at night as well. Maybe you can help me with the marble piece that I think is really going to bring it home.

Jeff Current: Absolutely. It is something to behold and it is on schedule to be completed by Veterans Day. The Department of Veterans Services has a ceremony involved and scheduled for that time. The black granite piece that you mentioned, in front of the memorial, will help bring some reflectance, both visually and contemplatively.

Governor: Thank you. I do not think we will ever be done but it has always been my goal to be the most veteran and military friendly state in the country. This is something that the veteran's community has wanted for some time. It is going to be located right across the way from the Library and Archives building. I know they are moving dirt, as we speak. It is a very aggressive schedule because it indeed has to be done by Veterans Day this year. It is going to be something we will all be very proud of. It is going to be a place that our veterans and families of fallen soldiers can come and reflect and it really shows our respect and appreciation for the veteran's community and again, particularly for those gold star families and the individuals who made that ultimate sacrifice. So, again, I appreciate it and

I know I speak for the other Board Members, your attention to this and ensuring that it gets done on time. Thank you.

Board Members, are there any questions or comments with regard to Contract #8? All right, thank you gentlemen. We have exhausted all the contracts that were going to be held or not, so if there are not any more questions, the Chair will accept a motion to approve proposed contracts 1-19 as proposed in agenda item number 11.

Attorney General: Move to approve.

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

Secretary of State: Second, Governor.

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

12. Approval of Work Plan (For possible action)

Governor: We will move on to agenda item number 12, Approval of Work Plan. Director Wells.

Clerk: Thank you Governor. There is one work plan for approval by the Board this morning. No additional information was requested by any of the members.

Governor: I have no questions. Board Members any questions on agenda item number 12?

Secretary of State: No, thank you Governor.

Attorney General: Move to approve.

Governor: The Attorney General has moved for the approval of the Work Plan, presented in agenda item number 12, is there a second?

Secretary of State: I will second it, Governor.

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

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

Governor: Agenda item number 13, Approval of Proposed Master Service Agreements. Director Wells.

Clerk: Thank you Governor. There are 125 master service agreements in agenda item 13 for approval by the Board this morning. All but one of these replace existing provider agreements that were explained at the last Board of Examiner's Meeting. MSA number 17 relates to agenda item 6C. We did not get any requests for additional information on these service agreements.

Governor: Thank you, Director Wells. This is the first agenda that contemplates the change in policy that we implemented in the past few months. I think it works extremely well. I have no questions. Board Members, any questions on agenda item number 13?

Secretary of State: No, Governor.

Governor: Is there a motion for approval?

Attorney General: Move to approve.

Governor: Attorney General has moved to approve the proposed Master Service Agreements presented in agenda item number 13. Is there a second?

Secretary of State: I will second it, Governor.

Governor: Seconded by the Secretary of State. Are there any questions or discussion? There are none. That motion passes 3-0. We will move to agenda item number 14 which is an information item, Clerk of the Board Contracts. Director Wells.

14. Information Item – Clerk of the Board Contracts

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

Clerk: Thank you Governor, there were 46 contracts under the $50,000 threshold approved by the Clerk between May 22, 2018 and June 18, 2018. This item is informational only, and no additional information has been requested by any of the members.

Governor: Thank you Director Wells. Any questions from Board Members on agenda item 14?

Secretary of State: No, Governor.

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

Governor: We will move to agenda item 15, Public Comment. Is there any public comment from Carson City? I hear and see none. Is there any public comment from Las Vegas?

Secretary of State: No, Governor.

Governor: Thank you, Madam Secretary.

16. Adjournment (For possible action)

Governor: Agenda item 16, is there a motion for adjournment?

Attorney General: Move to adjourn.

Governor: The Attorney General has moved to adjourn, is there a second?

Secretary of State: Second, Governor.

Governor: Seconded by the Secretary of State. That motion passes 3-0. This meeting is adjourned. Thank you, ladies and gentleman.

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting Deputy Director

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division

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June 25, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

From: Catherine Brekken, Executive Branch Budget Officer CB
Governor's Finance Office – Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF ADMINISTRATION – VICTIMS OF CRIME PROGRAM

Agenda Item Write-up:

NRS 217.130 empowers the Director of the Department of Administration, with the approval of the Board, to adopt, rescind and amend rules prescribing the procedures to be followed in the filing of applications and proceedings regarding compensation for certain victims of criminal acts.

The Victim of Crimes Program Policies were last updated and adopted by the Board in August 2016. The proposed revisions are largely clarifications and minor changes to existing policies and standard for the payment of compensation for the Board's approval.

Statutory Authority:

NRS 217.130

REVIEWED: SB

ACTION ITEM:_____

BRIAN SANDOVAL
Governor

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STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Victims of Crime Program

voc.nv.gov

To: James R. Wells, Clerk, Board of Examiners

From: Michelle Morgando, Coordinator, Victims of Crime Program

Date: June 22, 2018

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 August 2016. The current revisions are largely clarification and minor changes to existing policies. Submitted here is a marked copy, along with the final version to be adopted.

There are some changes of note including:

- Removing references to residency requirements for non-citizens pursuant to AB 122. (pages 3, 6, 7, 39)
- Adding definitions for the previously approved crime types of Burglary and Arson (pages 33, 34)
- Replacing references to the State Budget Office with Governor's Finance Office or Director's Office. (throughout)
- Removing authority to waive filing deadline for applications filed up to 18 months and beyond the date of crime. (page 21)
- Allowing claim closure when a victim becomes an offender on another approved claim. (page 40)
- Adding a time limit for eyeglasses damaged during the crime. (page 48)
- Replacing the requirement for the program to pay 75% of the billed

amount for ambulance, with payment at "usual and customary" rates. (page 48)

- Clarifying the daily limit for work interruption payments and a time limit for requesting lost wage payments. (pages 49, 50, 51)
- Clarification of relocation policy details. (pages 52, 53)
- Setting limits for discretionary, COBRA/Insurance Premium, and home health care payments. (pages 54, 55)
- Clarifying claim closure after a subrogation settlement occurs. (page 63)
- Adding a policy concerning employees texting and driving, as required by federal grant special conditions. (page 80)

Policies

Nevada Victims of Crime Program

Nevada State Board of Examiners

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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. NRS 217.035 defines crimes covered by the VOCP as crimes "committed within this state".

   C. 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."*

   D. 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.

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

The VOCP Coordinator provides oversight and guidance to the Program Manager and is responsible for monitoring his or her adherence to these policies. The Program Manager provides oversight and guidance to the Compensation Officers, and is responsible for monitoring adherence to these policies.

3. Effective Date of Changes

Adopted August 14, 2018

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 increase or decrease in claim limits 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.

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**

The VOCP recognizes that communication in the face of language barriers can be difficult and frustrating. The VOCP will provide access to a language interpretation service upon request to persons who may be in need of hearing or language interpretation services.

A. 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.

The VOCP may reimburse another agency, program or other service provider for expenses paid by their organization on behalf of an approved victim, provided 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 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 expenses 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.

11. **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.

12. **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 Director of the Department of Administration's office, Governor's Finance 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 Program Manager; 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. This is not to be construed to say that any program or benefit limits will be exceeded.

G. 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, categorize claims, and pay claims in order of highest priority. This section states, in pertinent part:

> *"(a) Claims be categorized as to their priority; and*
> *(b) Claims categorized as the highest priority be paid, in whole or in part, before other claims.*

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

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

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.

B. 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.

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 without Program Manager approval.

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 when requested 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) Committed perjury relating to the crime;
2) 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.

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
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 based on good cause:

1) Whether the victim was aware of VOCP
2) Whether the victim was physically unable to apply
3) Whether the victim was mentally unable to apply
4) Length of the delay

D. Authority to waive the one year deadline, when applications are submitted beyond one year after the date of crime, is vested in the Coordinator and will be considered after request from the applicant or Program Manager.

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.

> 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.* In order to continue to receive benefits past one year, an updated release will be required. This release is in compliance with all HIPAA regulations.

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.

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.

   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.

(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

(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:

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 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;

15. **Burglary / Home Invasion: NRS 205.067**

A. The crime of Burglary is defined under NRS 205.067, which states:

1. Invasion of the home: Definition; penalties; venue.
1. A person who, by day or night, forcibly enters an inhabited dwelling without permission of the owner, resident or lawful occupant, whether or not a person is present at the time of the entry, is guilty of invasion of the home.
2. A person convicted of invasion of the home is guilty of a category B felony and shall be punished by imprisonment in the state prison for a minimum term of not less than 1 year and a maximum term of not more than 10 years, and may be further punished by a fine of not more than $10,000. A person who is convicted of invasion of the home and who has previously been convicted of burglary or invasion of the home must not be released on probation or granted a suspension of sentence.
3. Whenever an invasion of the home is committed on a vessel, vehicle, vehicle trailer, semitrailer, house trailer, airplane, glider, boat or railroad car, in motion or in rest, in this State, and it cannot with reasonable certainty be ascertained in what county the crime was committed, the offender may be arrested and tried in any county through which the conveyance, vessel, boat, vehicle, house trailer, travel trailer, motor home or railroad car traveled during the time the invasion was committed.
4. A person convicted of invasion of the home who has in his or her possession or gains possession of any firearm or deadly weapon at any time during the commission of the crime, at any time before leaving the structure or upon leaving the structure, is guilty of a category B felony and shall be punished by imprisonment in the state prison for a minimum term of

not less than 2 years and a maximum term of not more than 15 years, and may be further punished by a fine of not more than $10,000.

5. As used in this section:

(a) "Forcibly enters" means the entry of an inhabited dwelling involving any act of physical force resulting in damage to the structure.

(b) "Inhabited dwelling" means any structure, building, house, room, apartment, tenement, tent, conveyance, vessel, boat, vehicle, house trailer, travel trailer, motor home or railroad car in which the owner or other lawful occupant resides.

16. **Arson: NRS 205.005**

A. The crime of Arson is defined under NRS 205.005, which states:

A. Any person shall be deemed to have "set fire to" a building, structure or any property mentioned in NRS 205.010 to 205.030, inclusive, whenever any part thereof or anything therein shall be scorched, charred or burned.

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 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.

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.

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, making a home or vehicle accessible, job training and vocational rehabilitation, or purchase of and/or training in the use of special appliances or prosthetic devices. Home accessibility renovations such as ramps, door widening, and auto renovations for handicap access may be considered by the compensation officer on catastrophic claims

B. 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. 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
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.

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. **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."*

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. If during the course of a claim, an applicant is convicted as an offender in another crime enumerated in chapter 217 or our policies, VOCP shall close their claim and no further benefits will be authorized.

   B. To qualify for VOCP benefits, the applicant must not have participated in the crime that led 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.

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.

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:*
> *(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 directly. The victim / applicant must pay the bill and submit the bill and receipt for consideration. Bills in foreign languages must be professionally translated at the victim's expense.

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.

I. 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.

J. 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.*

K. 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.

L. 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.

M. 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.

N. Such approvals must be documented in the VOCP file.

O. 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 or Program Manager.

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 or Program Manager.

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, of 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 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 these policies.

Section Eleven. Available Benefits

1. **Medical, Dental and Vision 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.

      1. 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.

      2. 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.

   B. Dental implants will only be approved if deemed medically necessary. Cosmetic dental treatments, such as veneers, orthodontic treatment and teeth whitening, may not be covered.

C. 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 may not be covered.

D. Cosmetic medical treatments, such as breast implants and rhinoplasty, will only be approved if deemed medically necessary.

E. The compensation officer may approve payment for Sexual Assault exams in rural counties where funding for such testing is unavailable.

F. Glasses that are lost or damaged as a result of the crime or must be replaced within three months of application approval. Annual glasses or contact replacement will not be covered, except in cases of medical necessity.

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, air ambulance and air med-flight services will be paid at the usual and customary amounts, 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.

G. 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

H. 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.

I. 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 compensation officer may approve lost wage or income reimbursement claims for temporary, crime disabilities or work interruptions lasting up to ten (10) working days, or up to $700 at the rate of $70/day. This work interruption payment may be approved by the compensation officer, regardless of the type of crime or type or nature of injury.

A. The compensation officer must require verification by the applicant and/or the employer and/or medical professional that the applicant was absent from work as a consequence of the crime.

B. Work interruption requests must be made within 3 months after the application is approved.

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 applicant's 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 gross 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. 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 gross 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.

J. 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.

K. 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.

F. A request for lost wages requests must be made within 3 months of the application approval date.

L. 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.

M. 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.

N. 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.

O. 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.
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 gross 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.

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.

P. 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) 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, sexual assault, gang violence, home invasion, or arson 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. Relocation services may also be approved for victims whose injuries as a direct result of the crime require relocation to accessible housing. The relocation must be in close proximity to the crime and may not be used later than six months after application approval.

The site of the relocation should be more than five miles from where the crime took place and/or the victim's place of residence. 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. Only the VOCP coordinator may approve relocation benefits under other circumstances for good cause. 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 from an apartment or homeowner. The VOCP will not reimburse rental expenses paid to friends, family members or paid to sublease space in an apartment or home leased by a third party. Ownership of the residence to which the victim is relocating must be verifiable.

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, 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 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.

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 charged by the childcare provider for other children in the provider's care or other providers in the area. Payment will only be made upon receipt of verifiable receipts from a licensed child care provider.

15. **Mileage/Travel Reimbursement**

D. 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.

E. 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.

F. Travel expense is classified as a compensation officer discretionary payment, and is subject to the policies and limitations of that benefit classification.

16. **COBRA / Insurance Premium Payments**

The VOCP may, at its sole discretion, choose to reimburse a victim for payments made to extend medical insurance under a COBRA plan or premiums to maintain insurance coverage. 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 or premium payment.

A. Cobra / Premium payment is classified as a compensation officer discretionary payment, and is subject to a limit of $2000 per claim.

17. **Compensation Officer Discretionary Authority**

A. The Program Manager may recommend, to the VOCP coordinator, the approval of any crime related expense that is not specified in these policies, as long as the expense is not specifically excluded, such as lost or stolen property. The discretionary benefit offered in this category is limited to $500 per claim.

B. 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.

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.

18. **Sexual Assault Exam Fees**

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.

19. **Towing and Impound Fees**

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.

20. **Home Health Care**

F. With the approval of the VOCP coordinator, a compensation officer may approve payment of home health care assistance for up to three weeks at a maximum rate of $350/week. Payment will made upon receipt of completed sheet detailing care provided to victim.

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.

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.

   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) Workers Compensation Claim
28) Application is not supported by the police report

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.

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
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 of the 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 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 Program Manager should be notified that the claim status can be changed to Closed/Maxed when the compensation officer receives the subrogation settlement, and the victim should be notified that the claim has been closed.

G. After a claim has been closed following acceptance of the subrogation settlement by VOCP, or if the case has settled before the victim applies to VOCP, the victim may request continued assistance subject to approval by the Coordinator. The victim is required to submit an itemized list showing that the victim has spent his or her portion of the settlement proceeds on crime related expenses. If a portion of the settlement has been paid to VOCP, that 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 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

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 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.*
>
> *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.

   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 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."*

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 access to offsite backup for disaster recovery purposes.

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 Polices, 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 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.

B. 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 Program Manager, and are also subject to review and approval by designated Administrative Services personnel.

C. 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 claims management system shows the total number and amount of pending payments by category, allowing the Budget Office 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 Program Manager 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 Program Manager. Upon receipt of the Affidavit, the Program Manager 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 accessed by the Program Manager through the bank's website. The Program Manager is responsible for reconciling the account and reporting the results each month to Administrative Services and the Controller's Office. 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) VOCP staff 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.
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) 3460 Fed Crime Victims: VOCA compensation grant from DOJ OVC

2) 3739 Filing Fee: Fees collected by county justice of the peace per NRS 4.060.
3) 3749 Court Assessment: Administrative assessments collected for misdemeanor offenses per NRS 176.059.
4) 4151 Civil Penalties: Revenue received from the Department of Motor Vehicles per NRS 484C.500(4).
5) 4152 Fines/Forfeitures/Penalties: Fees collected from persons charged with a gross misdemeanor or felony per NRS 178.518.
6) 4201 Reimbursement: Forfeited property proceeds per NRS 179.118
7) 4256 Restitution Collections: Undistributed court ordered restitution payments per NRS 176A.430.
8) 4280 Wage Assessment: Inmate wage assessments per NRS 209.247.
9) 4622 Civil Penalties: Crimes against Older People per NRS 228.2802(a).

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 subsections 5 and 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) Eighteen and one-half percent of the amount distributed to the Office of Court Administrator for the administration of the courts.

(2) Nine percent of the amount distributed to the Office of Court Administrator for the development of a uniform system for judicial records.

(3) Nine percent of the amount distributed to the Office of Court Administrator for continuing judicial education.

(4) Forty-eight percent of the amount distributed to the Office of Court Administrator for the Supreme Court.

(5) Three and one-half percent of the amount distributed to the Office of Court Administrator for the payment for the services of retired justices and retired district judges.

(6) 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.

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

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;

(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;

(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.*

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decreased crashes by distracted drivers. These workplace safety policies are provided through the State of Nevada, Department of Administration, Human Resource Management.

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 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 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 million1of 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 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, 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 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 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, 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 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 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:

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, 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/ 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 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.

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 11, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

From: Curtis Palmer, Executive Branch Budget Officer
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
CONSERVATION DISTRICTS DIVISION

Agenda Item Write-up:

Pursuant to NRS 334.010 the Department of Conservation and Natural Resources, Conservation Districts Division requests approval to purchase one replacement vehicle for a total amount not to exceed $2,500 in fiscal year 2018.

Additional Information:

The request is to purchase one vehicle to replace a 1998 Jeep that is over 10 years old with in excess of 100,000 miles and meets the Vehicle Replacement Policy of SAM 1316. The total purchase price for the one vehicle is $2,500. This purchase is processed as a transfer from the NDOT Equipment Division through State Purchasing's Property Management Program. A requisition request was processed on June 29, 2018, to encumber funds as an FY18 expense prior to the August BOE meeting.

Statutory Authority:

BOE approval required pursuant to NRS 334.010

REVIEWED: SB
ACTION ITEM:_____

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

Agency Name: Conservation Districts	**Budget Account #:** 4151
Contact Name: Kelly Williams	**Telephone Number:** 775-684-2703

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:** $2,500.00
Is the requested vehicle(s) new or used: Used
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:

Mission of the requested vehicle(s):

Transferred vehicle from NDOT will replace a 1998 Jeep currently used by the field staff position in Winnemucca.

Were funds legislatively approved for the request? ☐ Yes ☒ No	**If yes, please provide the decision unit number:** **If no, please explain how the vehicles will be funded?** This budget account has adequate authority remaining in FY18.

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

☐ ___ Addition(s) ☒ 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.

No, this is an excess vehicle form NDOT that will be used on off-road terrain.

Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) **Current Vehicle Information:** Vehicle #1 Model Year: 1998 Odometer Reading: 148,820 Type of Vehicle: SUV (Jeep) Vehicle #2 Model Year: Odometer Reading: Type of Vehicle: *Please attach an additional sheet if necessary*	Does this request meet the replacement schedule criteria pursuant to SAM 1300? If no, explain why the vehicle is being replaced. Yes If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade. 1998 Jeep is no longer adequate for field use due to age, mileage, and wear/tear.

APPOINTING AUTHORITY APPROVAL:

Kelly M. Williams — Agency Appointing Authority
ASO IV — Title
6/29/18 — Date

BOARD OF EXAMINERS' APPROVAL:

☐ Approved for Purchase ☐ Not Approved for Purchase

Board of Examiners — Date

Revised 12/26/17

DOT#1470

NEVADA STATE PURCHASING DIVISION
PROPERTY MANAGEMENT PROGRAM

FOR OFFICE USE ONLY
Control#: _____
BA #: _____

VEHICLE/EQUIPMENT TURN-IN DOCUMENT

TO: NEVADA STATE PURCHASING DIVISION
PROPERTY MANAGEMENT PROGRAM
515 E MUSSER ST, STE 300
CARSON CITY, NV 89701
PH: (775) 684-0192 FAX: (775) 684-0188

FROM: Agency Name: NDOT Equipment Division
Address: 310 Galletti Way, Sparks, NV 89431
Phone: 834-8458 Fax 834-8481
Property location: C767
Contact: Ben Hunt Phone: 834-8453

PROCEDURES:

1. Titles must be furnished with vehicles and correctly signed off by authorized personnel. Sign agency name exactly as it appears on front of title.
2. Two complete sets of keys to accompany vehicle.
3. All decals, official markings and special equipment (emergency lights, etc.) must be physically removed from vehicle.
4. License plates removed.
5. Upon delivery at the warehouse, vehicle to include five (5) gallons of gas in tank.
6. Notify the Attorney General's office to remove vehicle/equipment from your agency's insurance.
7. Complete all information below regarding the vehicle information, options, additional features and any known defects.

Vehicle Information:

Vehicle Type: 3/4 Ton Pickup	**Year:** 2004
Make: FORD	**Model:** F-250
VIN/Serial No.: 1FTNF21LX4ED03854	**Asset#273075** **State I.D. No./License No.:** DOT#1470
Engine: 5.4L V-8	**Odometer:** 49177
Transmission: Automatic	**Hours:** N/A
Fuel Type: Unleaded	**Drive Type:** 4 x 4 rear
Exterior Color: white	**Interior Color:** gray

SUGGESTED PRICE $ 2,500.00

Rev. 6/2013

Vehicle Options:

- [x] Air Conditioning
- [x] Power Steering
- [ ] Power Windows
- [ ] Power Door Locks
- [x] Tilt Steering Wheel
- [ ] Power Seat
- [ ] Dual Power Seat
- [x] Driver Air Bag
- [x] Dual Front Air Bags
- [x] ABS Brakes
- [x] AM/FM Radio
- [x] Cassette
- [ ] CD Player
- [x] Cruise Control

Additional Features:

Known Defects:

Turned In By: **DATE:**

Agency Approving Authority: Wayne Miller **DATE:** 6-12-18

Received By: **DATE:**

Title Received By: **DATE:**

Title Received By: **DATE:**

Office Use Only:

Warehouse Control No.: **Budget Account No.:**

Rev. 11/2013

DOT# 1470

STATE OF NEVADA
DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE

VIN	YEAR	MAKE	MODEL	VEHICLE BODY	TITLE NUMBER
1FTNF21LX4ED03854	2004	FORD	F250 SUPER	TPK	NV004870110

DATE ISSUED	ODOMETER MILES	FUEL TYPE	SALES TAX PD	EMPTY WT	GROSS WT	GVWR
08/17/2011	23427	G			8499	

VEHICLE COLOR	ODOMETER BRAND	BRANDS
	ACTUAL MILES	

OWNER(S) NAME AND ADDRESS
NEVADA DEPT OF TRANSPORTATION - EQ
PO BOX 930
RENO NV 89504-0930

LIENHOLDER NAME AND ADDRESS

LIENHOLDER RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED:

SIGNATURE OF AUTHORIZED AGENT DATE

PRINTED NAME OF AGENT AND COMPANY

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.
The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):

Printed Full Legal Name of Buyer **Nevada Driver's License Number or Identification Number** ☐ AND ☐ OR

Printed Full Legal Name of Buyer **Nevada Driver's License Number or Identification Number**

Address **City** **State** **Zip Code**

I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING NO TENTHS

☐ **The mileage stated is in excess of its mechanical limits.**
☐ **The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.**
☐ **Exempt - Model year over 9 years old.**

Wayne Miller
Signature of Seller(s)/Agent/Dealership

NEVADA DEPT OF TRANSPORTATION - EQ
Wayne Miller, Equip. Supt.
Printed Name of Seller(s)/Agent/Dealership

I am aware of the above odometer certification made by the seller/agent. ☐ Dealer's License Number _____ **Date of Sale** _____

Signature of Buyer

ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.

VP-2 (Rev. 8/10)

Printed Full Legal Name of Buyer
CONTROL NO.
3252916C
(THIS IS NOT A TITLE NO.)

ALTERATION OR ERASURE VOIDS THIS TITLE

STATE OF NEVADA - DCNR
ADVANTAGE RXQ Input Form (Purchasing Requisition)

Doc Number: RXQ 701 - 00000030822

Date of Record: 06/29/18 **Budget FY:** 2018

Vendor Number: NDOTPURCH **Vendor Name:** NDOT Data Interchange Vendor

Delivery Date: 07/24/18 **Ship/Bill to:** 710 / 379

Division: **Ship to:** DCNR Director's Office

Responsible Agency # 703 / **Org#:** 0000

Requested by: Kelly Williams **Phone:** 775-684-2703

Responsible Person: Kelly Williams

Requisition Type *(circle one)* : B Budget Only; D EITS Only; (N) No Outside Approvals; X Confirming Requisition

INTERNAL AUTHORIZATION:	
Appropriation Unit: (Budget Acct. & Cat.)	4151-10
Org Number:	2110
Job Number:	CDSET
Grant/Program Name:	CDSET
Grant #:	
Date Approved:	
Approval (Sign):	

Object Attachments? Electronic files (Quotes, Legislatively Approved Equipment List, Memos) *(circle one)*: Yes / (No)

Accounting Details:

Line	Fund	Agency	Org/Sub	Appr Unit	Obj/Sub	Job No.	Amount
01	101	701	2110	415110	8381	CDSET	$2,500.00
02							
03							
04							
05							
						Total Estimated Cost	$2,500.00

Commodity Details:

Line	CommCode	Unit	AcctLn	Description	Qty	Unit Cost
001	07048FA	01	01	2004 Ford F-250 ¾ Pickup Truck	1	$2,500.00
002						
003						
004						
005						

Approval Levels		Approved By *(sign)*:	Approval Date:	Problems / Reject:	Date:
2	(Division)	Sandy Rudnick	4-29-18		
3	(DO-Fiscal)	K. Williams	6/29/18		
4	(EITS, Budget, Purchasing)				
5	(Budget, Purchasing)				

⇒ **PRINT FORM ON GREEN PAPER** ⇐ **ATTACH HARD COPIES OF ALL OBJECT ATTACHMENTS IN SYSTEM**

Word: F:\Forms\IFS\RC-RXQ docs\RXQ's\RXQ-CDSET NDOT Vehicle Trx FY18.doc

Main Menu > Document History Input > Document History Inquiry
REPORT DATE AS OF: 07/09/2018
PROC ID: PRC_DOC_HIST

STATE OF NEVADA
Office of the State Controller

Document History Inquiry

For Document Number: RX 701 00000030822

Back

Record Date	Process Date	BFY	Acct Per	Vendor/Provider
06/29/2018	06/29/2018	2018	12/2018	NDOTPURCH NDOT Data Interchange Vendor

Acct Type	Fund	Agy/Org/Sub	Appr	Job #	BS/Obj/Rev	Sub	Func	Activity	Rpt Cat	Ref Doc/Line	Line #/Desc	Comments/Invoice	Amount
03	101	701-2110		CDSET	2485						01		-$2,500.00
20	101	701-2110	415110	CDSET	8381						01		$2,500.00
												Total Amount	$.00

Return to Selection Screen Download the Report

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 11, 2018

To: Paul Nicks, Clerk of the Board

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

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF PUBLIC SAFETY – DIVISION OF EMERGENCY MANAGEMENT

Agenda Item Write-up:

Pursuant to NRS 334.010 the Department of Public Safety – Division of Emergency Management requests approval to purchase a replacement vehicle in FY19 for a total amount not to exceed $31,379.25.

Additional Information:

Funding for the FY19 purchase of a Ram Crew Cab truck was legislatively approved in the amount of $29,453 (decision unit E711) for FY18. The purchase of the vehicle was approved at the April 2018 Board of Examiner's meeting and the order for the vehicle was initiated by the agency in FY18. However, due to delays in receiving federal funding, completion of the transaction to purchase the vehicle had to be deferred to FY19. The difference between the FY18 budget amount of $29,453 and the current quoted amount of $31,379.25 for this vehicle equals $1,926.25. Funding for this vehicle is a combination of savings of $15,025.75 realized with the approval of the agency's FY19 SUV replacement vehicle purchase, also being submitted for consideration on the August 2018 BOE agenda, and work program #C43643 to carry forward purchase authority in the amount of $16,354 from FY18 to FY19.

This vehicle will replace an older field-response vehicle that meets the Purchasing

Division's age and/or mileage replacement criteria and will support the Division's ongoing emergency management and services activities.

Statutory Authority:

BOE approval required pursuant to NRS 334.010

REVIEWED:_____

ACTION ITEM:_____

STATE VEHICLE PURCHASE

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
DEPARTMENT OF PUBLIC SAFETY – DIVISION OF EMERGENCY MANAGEMENT	1	$31,379.25
Total:	**1**	**$31,379.25**

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

Agency Name: DPS Division of Emergency Management & Homeland Security	**Budget Account #:** 3673
Contact Name: Justin Luna, ASO	**Telephone Number:** 775-687-0300

Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:

Number of vehicles requested: 1 **Amount of the request:** 31,379.25

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

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

Ram 2500 Crew Cab Short Bed

Mission of the requested vehicle(s):

The Division of Emergency Management utilizes agency owned vehicles for the primary purpose of response and transport throughout the state during an emergency.

Were funds legislatively approved for the request? ☒ **Yes** ☐ **No**	**If yes, please provide the decision unit number:** BA3673 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):

☐ ____ **Addition(s)** ☒ 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.

No, exempt per NAC486A.135 - vehicle is used for emergency response.

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.
Current Vehicle Information:	yes
Vehicle #1 Model Year: 2008	
Odometer Reading: 89,376	
Type of Vehicle: Truck	
Vehicle #2 Model Year:	If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
Odometer Reading:	
Type of Vehicle:	
Please attach an additional sheet if necessary	

APPOINTING AUTHORITY APPROVAL:

Agency Appointing Authority	Title	Date
[signature]	AS03	7-10-18

BOARD OF EXAMINERS' APPROVAL:

☐ Approved for Purchase ☐ Not Approved for Purchase

Board of Examiners	Date

Revised 7/13/10

CARSON DODGE CHRYSLER JEEP

RAM DODGE CHRYSLER Jeep

www.CarsonDodge.com

7-9-18

State of Nevada Dept of Public Safety
Emergency Management Division
Attn: Judith Lyman
5478 Fairview Drive
Carson City, NV 89701

RE: State of Nevada Bid 8475; Section 2.13

2018 Ram 2500 Crew Cab Short Bed Gas Engine
Base Price Reno/Carson City
$25,800.00
Four Wheel Drive
$2,800.00
Trailer Brake
$268.00
Limited Slip Axle
$405.00
Skid Plate with Tow Hooks
$85.00
Trailer Tow Mirrors
$177.00
Daytime Running Lamps
$34.00
Mopar Chrome Steps
$446.00
Spray In Liner
$450.00
3Rd Key (Chipped, Cut and Programmed
$162.00
Uconnect 5.0
$723.00
State of Nevada Title Fee
$29.25
Total with options selected:
$31,379.25

White Exterior/Slate Gray Interior

Joel Cryer
Government Fleet Manager

3059 South Carson Street Carson City NV 89701-4513
(775) 883-2020 (888) 883-2028 FAX (775) 883-7227
Email: info@carsondodge.com

~ STATE AGENCIES ONLY ~
VEHICLE ORDER JUSTIFICATION SHEET
(This form must accompany requisition)

Agency DPS Division of Emergency Management RX No. _____

Contact Justin Luna, ASO Phone No. 775-687-0300

Pursuant to NRS 333.340 if an agency is not purchasing from the lowest responsible dealer, the Purchasing Division must notify the dealer with the lowest price for the vehicle type you have requested of the reasons for this purchase.

Please check all that apply below:

XX Dealer is located in close proximity to the area of vehicle deployment for service, parts and warranty support to the agency

___ Dealer has historically provided favorable service to the agency concerning cost of ownership issues

___ Vehicle is compatible with other agency vehicles providing for standardized operation and maintenance including parts management

XX Vehicle requested is best suited for the purpose to be used

___ Vehicles of this make have a good cost of ownership record within the agency

XX If this vehicle does not meet "Smart Way or Smart Way Elite" requirements, agency must provide detailed justification

Per NAC 484A.135 vehicle is used for emergency response and transport during a statewide emergency

___ Other justification

---------- State Purchasing use only ----------

___Approved ___Disapproved by _____ date _____

If disapproved awarded dealer _____

Reason _____

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 11, 2018

To: Paul Nicks, Clerk of the Board

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

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF PUBLIC SAFETY – DIVISION OF EMERGENCY MANAGEMENT

Agenda Item Write-up:

Pursuant to NRS 334.010 the Department of Public Safety – Division of Emergency Management requests approval to purchase a replacement vehicle in FY19 for a total amount not to exceed $26,815.25.

Additional Information:

Funding for the purchase of a 2018 Dodge Durango was legislatively approved in the agency's 2017-19 budget (decision unit E711) for the amount of $41,841. The current purchase price creates a savings of $15,025.75. The request replaces a field response vehicle that meets the Purchasing Division's age and/or mileage replacement criteria. The vehicle will support the Division's ongoing emergency management and services activities.

Statutory Authority:

BOE approval required pursuant to NRS 334.010

REVIEWED: _____
ACTION ITEM: _____

STATE VEHICLE PURCHASE

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
DEPARTMENT OF PUBLIC SAFETY – DIVISION OF EMERGENCY MANAGEMENT	1	$26,815.25
Total:	**1**	**$26,815.25**

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

Agency Name: DPS Division of Emergency Management	**Budget Account #:** 3673
Contact Name: Justin Luna	**Telephone Number:** 775-687-0300

Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:

Number of vehicles requested: 1 **Amount of the request:** 26,815.25

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

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

Sport Utility Vehicle, AWD

Mission of the requested vehicle(s):

The Division of Emergency Management utilizes agency owned vehicles for the primary purpose of response and transport throughout the state during an emergency

Were funds legislatively approved for the request? ☑ Yes ☐ No	**If yes, please provide the decision unit number:** BA 3673 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):

☐ ___ Addition(s) ☑ 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.

No, exempt per NAC486A.135 - vehicle is used for emergency response

Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) **Current Vehicle Information:** Vehicle #1 Model Year: 2008 Odometer Reading: 99,036 Type of Vehicle: SUV Vehicle #2 Model Year: Odometer Reading: Type of Vehicle: *Please attach an additional sheet if necessary*	Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. Yes If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.

APPOINTING AUTHORITY APPROVAL:

Agency Appointing Authority	Title	Date
Justin Luna	AS03	7-10-18

BOARD OF EXAMINERS' APPROVAL:

☐ Approved for Purchase ☐ Not Approved for Purchase

Board of Examiners _____ Date _____

Revised 7/13/10

CARSON DODGE CHRYSLER JEEP

RAM DODGE CHRYSLER Jeep

www.CarsonDodge.com

7-9-18

State of Nevada Dept of Public Safety
Emergency Management Division
Attn: Judith Lyman
5478 Fairview Drive
Carson City, NV 89701

RE: State of Nevada Bid 8475; Section 5.2D

2018 Dodge Durango SXT AWD
Base Price Reno/Carson City
$26,500.00
Daytime Running Lamps
$36.00
3Rd Key (Chipped, Cut and Programmed
$250.00
State of Nevada Title Fee
$29.25
Total with options selected:
$26,815.25

White Exterior/Black/Lt. Frost Interior

Joel Cryer
Government Fleet Manager

3059 South Carson Street Carson City NV 89701-4513
(775) 883-2020 (888) 883-2028 FAX (775) 883-7227
Email: info@carsondodge.com

~ STATE AGENCIES ONLY ~
VEHICLE ORDER JUSTIFICATION SHEET
(This form must accompany requisition)

Agency DPS Division of Emergency Management RX No. _____

Contact Justin Luna, ASO Phone No. 775-687-0300

Pursuant to NRS 333.340 if an agency is not purchasing from the lowest responsible dealer, the Purchasing Division must notify the dealer with the lowest price for the vehicle type you have requested of the reasons for this purchase.

Please check all that apply below:

XX Dealer is located in close proximity to the area of vehicle deployment for service, parts and warranty support to the agency

___ Dealer has historically provided favorable service to the agency concerning cost of ownership issues

___ Vehicle is compatible with other agency vehicles providing for standardized operation and maintenance including parts management

XX Vehicle requested is best suited for the purpose to be used

___ Vehicles of this make have a good cost of ownership record within the agency

XX If this vehicle does not meet "Smart Way or Smart Way Elite" requirements, agency must provide detailed justification

Per NAC 484A.135 vehicle is used for emergency response and transport during a statewide emergency

___ Other justification

---State Purchasing use only---

___Approved___Disapproved by _____ date _____

If disapproved awarded dealer _____

Reason _____

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 11, 2018

To: Paul Nicks, . Clerk of the Board

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

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF PUBLIC SAFETY – STATE FIRE MARSHAL'S OFFICE

Agenda Item Write-up:

Pursuant to NRS 334.010 the Department of Public Safety – State Fire Marshal's Office requests approval to purchase a new agency vehicle in FY19 for a total amount not to exceed $40,819.25.

Additional Information:

The agency received approval from the BOE and IFC to purchase the vehicle in SFY18, but due to timing issues, the vehicle was not able to be delivered prior to the close of the state fiscal year. With the financial close of SFY18, funding for the vehicle will revert back to the originating source. That funding will balance forward to SFY19 in the respective agency accounts and will again be available to the division with no change in purpose. This training vehicle will be stationed in Carson City and be used to support the Fire Marshal's Training efforts statewide.

Funding for the vehicle purchase will be split evenly between the State Emergency Response Commission and the Nevada Division of Environmental Protection. The

division has submitted FY19 work program number C44004, to the Interim Finance Committee requesting approval to receive that funding and complete the purchase of the vehicle in FY19.

This request is submitted contingent of the Interim Finance Committee approving the division's FY19 work program request.

Statutory Authority:

BOE approval required pursuant to NRS 334.010

REVIEWED:_____

ACTION ITEM:_____

STATE VEHICLE PURCHASE

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
DEPARTMENT OF PUBLIC SAFETY – STATE FIRE MARSHAL'S OFFICE	1	$40,819.25
Total:	**1**	**$40,819.25**

Brian Sandoval
Governor

Nevada Department of Public Safety

James M. Wright
Director

Bart J. Chambers
State Fire Marshal

Nevada State Fire Marshal Division
Stewart Facility
107 Jacobsen Way
Carson City, NV 89711
Telephone (775) 684-7501 • Fax (775) 684-7518

Memorandum

DATE: July 10, 2018

TO: Natasha Kephart, Budget Analyst III
DPS Director's Office

FROM: Dawn Nenzel, Account Tech 1

SUBJECT: Approval to purchase Vehicle

Attached are the forms and backup documentation as required by the Board of Examiners requesting approval to purchase a state vehicle pursuant to NRS 334.010. This vehicle was requested and approved by BOE and IFC in FY18. Due to timing the vehicle could not be delivered to the agency prior to Fiscal Year 18 closing. The funds requested in FY18 to support this request revert to State Emergency Response Commission and Nevada Department of Environmental Protection at the close of the fiscal year for State Fire Marshal use in subsequent fiscal years.

This training vehicle will be stationed in Carson City the cost of this vehicle is ~~$46,302.00~~ $40,819.25. The funding will be a split evenly between State Emergency Response Commission and Nevada Division of Environmental Protection. Purchase of vehicle is contingent upon IFC approval of work program C44004. If you have any questions, please feel free to contact me.

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

Agency Name: State Fire Marshal	**Budget Account #:** 3816
Contact Name: Dawn Nenzel	**Telephone Number:** 775/684-7503

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:** $40,819.25

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

Mission of the requested vehicle(s): State Fire Marshal will use this vehicle to tow several different trailers containing Fire training equipment delivering hazardous material training to emergency response personnel.

Were funds legislatively approved for the request? ☐ Yes ☒ No	**If yes, please provide the decision unit number:** **If no, please explain how the vehicles will be funded?** The funding will be transferring 50% 4720 State Emergency Response Commission or 4775 and 50% 4778 Environmental Protection

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

☐ ___ Addition(s) ☒ 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.

No, this vehicle is utilized to tow several different trailers containing fire training equipment delivering hazardous material training to emergency response personnel

Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) **Current Vehicle Information:** Vehicle #1 Model Year: Odometer Reading: Type of Vehicle: 2015 / 16,000 / Chevrolet Colorado	Does this request meet the replacement schedule criteria pursuant to SAM 1300? If no, explain why the vehicle is being replaced. No, the current vehicle is leased and the lease expires March 31, 2018
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	

APPOINTING AUTHORITY APPROVAL:

Agency Appointing Authority — Chief, Title — 2/5/18, Date

BOARD OF EXAMINERS' APPROVAL:

☐ Approved for Purchase ☐ Not Approved for Purchase

Board of Examiners — Date

Revised 12/26/17

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.

Vehicle Item No., Make, Model & No.:	**2.19 Dodge Ram 3500 Crew Cab SWB 4x2-4x4 Diesel** **Dodge Ram 3500 Diesel, 2018 D23191**		
Dealer Name:	**Carson Dodge**		
Delivery Location:	**Carson City**		
Vehicle Colors:	Exterior: **White**	Interior: **Dark Slate Gray**	x Cloth ☐ Vinyl

	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	$ 35,300.00	$35,300.00
SPECIFY OPTIONS: (description)			$5490.00+
Engine Block Heater	1	$81.00	
Four Wheel Drive	1	$2,850.00	
HD Alternator	1	$85.00	
Trailer Tow Mirrors	1	$177.00	
Limited Slip Axle	1	$405.00	
LT 275/70R18E on Off Road Tires	1	$223.00	
U Connect 5.0	1	$723.00	
AUX Switches I/P Mounted	1	$132.00	
Chrome Appearance Group	1	$814.00	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		$0.00	$0.00
Total purchase price with options			$40,790.00
DMV Title and DRS Fee's		$29.25	$29.25
GRAND TOTAL:			$40,819.25

Registered Owner:	Agency Name & Address: State Fire Marshal Division 107 Jacobsen Way Carson City, NV 89711
Legal Owner:	Agency Name & Address: State Fire Marshal Division 107 Jacobsen Way Carson City, NV 89711
County Vehicle Based In:	Carson City
Name & Phone of Person to contact when vehicle is ready for delivery:	Dennis Pinkerton O - 775-684-7520 C- 775-233-9608

CARSON DODGE CHRYSLER JEEP

RAM DODGE CHRYSLER Jeep

www.CarsonDodge.com

2-5-18

STATE OF NEVADA FIRE MARSHAL'S OFFICE
ATTN: Dennis Pinkerton
RE: STATE OF NEVADA BID 8475; SECTION 2.19

2018 RAM 3500 CREWCAB SHORT BED DIESEL BASE PRICE
$35,300.00
ENGINE BLOCK HEATER
$81.00
FOUR WHEEL DRIVE
$2,850.00
HD ALTERNATOR
$85.00
LIMITED SLIP AXLE
$405.00
TRAILER TOW MIRRORS
$177.00
LT 275/70R18E ON OFF ROAD TIRES
$223.00
UCONNECT 5.0
$723.00
AUX SWITCHES I/P MOUNTED
$132.00
CHROME APPERANCE GROUP
$814.00
STATE OF NEVAD TITLE
$29.25
TOTAL WITH OPTIONS:
$40,819.25

EXTERIOR COLOR-WHITE
INTERIOR COLOR-SLATE GRAY
Order Cutoff Date TBD

Regards,

Joel Cryer

3059 South Carson Street Carson City NV 89701-4513
(775) 883-2020 (888) 883-2028 FAX (775) 883-7227
Email: info@carsondodge.com

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 11, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

From: Andre Urruty, Executive Branch Budget Officer
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF ADMINISTRATION – PURCHASING DIVISION

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Purchasing Division requests authority to contract with a former correctional officer, Ronald Jaeger, through Allied Universal Security Services, Master Service Agreement #19049, to provide uniformed security guard services. Mr. Jaeger will serve in this capacity through September 30, 2021.

Additional Information:

Ronald Jaeger was formerly employed as a Correctional Officer by the Nevada Department of Corrections. He left state service in September 2016, and is currently collecting benefits from PERS. Capitol Police currently does not have sufficient staffing resources to meet the needs of all agencies requiring security guard services.

Statutory Authority:

NRS 333.705(1)

REVIEWED:_____

ACTION ITEM:_____

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

June 28, 2018

MEMORANDUM

To: Andre Urruty

From: Annette Morfin, Purchasing Officer

RECEIVED
JUL 02 2018
GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

Subject: CETS Contract 19049 – Allied Universal Security Services
RFP 3455 – Uniformed Security Guards

Please find attached a copy of the "Authorization to Contract with a Former Employee for Ronald Jaeger who Allied Universal Security Services wants to hire. Allied Universal Security Services is aware he would not be able to start with them until approval of the Board of Examiners on August 14, 2018.

Ronald Jaeger recently left state service and is within the two (2) year window. He is receiving benefits from PERS.

If you have any questions, please contact me at 684-0185 or amorfin@admin.nv.gov

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

Authorization to Contract with a Former Employee

Employee Information	
Former Employee Name:	Ronald Jaeger
Former Employee ID Number:	4057
Former Job Title:	Correctional Lieutenant
Former Employee Agency:	Nevada Department of Corrections
Former Class and Grade:	Lieutenant / Grade 39
Former Employment Dates:	9/1996 – 9/2016
Contracting Agency:	Allied Universal Security Services

Please check which of the following applies:

X Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-l below.

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

a. Summarize scope of contract work.

This contract provides uniformed security guards to various State agencies. The guards may be armed or un-armed depending on the agency's needs. It also provides for Vehicle Patrols, as well as, Random Marked Vehicle Stops.

b. Document former job description.

Corrections Officer for the Nevada Department of Corrections

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, these are individual with law enforcement training.

No, there is no clause in the contract for the transfer of the specialized knowledge of the contracting agency and a time frame for the transfer.

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

Capitol Police does not have the resources to perform this service for all agencies needing this type of service.

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

No

f. List contractor's hourly rate.

$13.00 – $16.50

g. List the range of comparable State employee wages.

$23.03-$34.25 per hour

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

Not Applicable

i. Document justification for hiring contractor.

There are a limited number of individuals available with the appropriate law enforcement experience.

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

Yes

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

TBA upon Clerk of the Board approval – September 30th 2021

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

FT 35-36 hours per week.

Comments:

6.29.2018

Contracting Agency Head's Signature and Date

7/11/18

Budget Analyst Signature and Date

Clerk of the Board of Examiners Signature and Date

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 13, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

From: Bridgette Garrison, Executive Branch Budget Officer
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CORRECTIONS

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Nevada Department of Corrections requests authority to contract with Tamara Bartel, a current Correctional Sergeant with the Nevada Department of Corrections, to deliver packages to inmates.

Additional Information:

Nevada Department of Corrections (NDOC) currently has a revenue Master Service Agreement (MSA) with Keefe Group, LLC DBA Keefe Supply Company. This MSA contract is comprised of commissions earned on the Inmate Package Program. Each eligible inmate is allowed to order one clothing item and one food package per quarter or monthly if the inmate is in transitional housing. Total packages may not exceed $425 in value or $250 in value if the inmate is in transitional housing. The commissions are earned from the purchases made by inmates/family/friends from a special catalog for delivery to an inmate.

Due to safety and security within NDOC facilities, Keefe Group, LLC employs current NDOC staff to deliver the packages to inmates during off duty hours. Ms. Bartel is contracted to deliver packages on an as needed basis through September 30, 2019.

Statutory Authority:

NRS 333.705 (1)

REVIEWED: _____

ACTION ITEM: _____

Inmate Services Division
5500 Snyder Ave.
Carson City, NV 89701
(775) 887-3316
Fax: (775) 887-3225

Inmate Commissary Section
5500 Snyder Ave.
Carson City, NV 89701
(775) 887-3305
Fax: (775) 887-3225

State of Nevada
Department of Corrections

Brian Sandoval
Governor

James Dzurenda
Director

John Borrowman
Deputy Director
Support Services

July 2, 2018

7/2/18

TO: John Borrowman, Deputy Director
Support Services

FROM: Stephanie Pacheco, Inmate Commissary Section Manager
Inmate Services

Pacheco 7.2.18

RE: Access SecurePak Employment/BOE Approval

After an audit of the current Access SecurePak contract it was found that Nevada Department of Corrections (NDOC) Staffs who work on this contract are not in compliance with AR 355 Employment Secondary Employment, NRS 333.705, nor SAM 0323.

In order to bring the vendor and NDOC back into compliance a memo went out to all Access SecurePak Employees and Access SecurePak on March 9, 2018; advising both the employee and the vendor what steps were needed to bring everyone into compliance.

As of today, Monday, July 02, 2018; all conservation camps with the exception of Stewart Conservation Camp (SCC) and Three Lakes Valley Conservation Camp (TLVCC) have assumed the responsibilities to deliver package program orders to inmates via the commissary. There is seventeen (17) Access SecurePak staff that is still needed to fulfill delivery services for the package program at all the major institutions, SCC, TLVCC, NNTH, CGTH.

Moving forward additional positions are being pursued in the SFY 20-21 budget to combine this function within the commissaries. The earliest the commissaries would be able to assume this function is September 30, 2019.

Attached are twelve (12) requests for your approval to be submitted to the August 2018 Board of Examiners; authorizing staff to continue performing this employment with Access SecurePak while off duty from the NDOC till September 30, 2019.

Should you have questions feel free to contact me at (775) 887-3305.

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

Authorization to Contract with a Current Employee

Employee Information	
Employee Name:	Tamara Bartel
Employee ID Number:	12806
Job Title:	Correctional Sergeant
Current Employee Agency:	Nevada Department of Corrections - Lovelock Correctional Center
Current Class and Grade:	13.311
Employment Dates:	6/3/1995 - Current
Contracting Agency:	Nevada Department of Corrections

Please check which of the following applies:

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

a. Summarize scope of contract work.

Title of Contracted Position is a Commissary Representative – Delivery Clerk. Delivery clerks deliver individually packaged orders to inmates at specified correctional facilities. Verify identity of inmates and obtain signature from inmate upon delivery of goods.

b. Document the employee's current job description.

See attached State of Nevada Work Performance Standards

c. Explain how this differs from current State duties.

Commissary Representative – Delivery Clerk is different from a Correctional Sergeant work in a line supervisory capacity and have charge of an assigned watch or major area in a State correctional institution/facility and supervise the work of subordinate officers in the safe custody, discipline and welfare of inmates in State correctional facilities in a controlled humane environment.

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

After reviewing, this duty can be performed by a state employee, a Retail Storekeeper within the NDOC; however, at this time there is not a dedicated FTE assigned to this function. Moving forward an additional FTE is being pursued in the FY 20-21 budget.

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

No

f. List contractor's hourly rate.

The vendor pays the Delivery Clerk $5 per packaged delivered.

g. List the range of comparable State employee rates.

Not applicable

h. Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent.

Not applicable

i. Document justification for hiring contractor.

While the vendor must incur the cost of hiring off-duty custody or non-custody staff to deliver packages; NDOC is requesting an additional FTE in the SFY 20-21 budget. This request is to formalize the current relationship with the employee, vendor, and the State of Nevada.

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

No

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

Currently – September 30, 2019

l. Will the current employee be working FT/PT? If PT how many hours

Part-time depending on number of packages received at the facility.

Comments:

7/2/18

Contracting Agency Head's Signature and Date

Barbara Wuxenthal 6/28/18

Budget Analyst Signature and Date

7/13/18

Clerk of the Board of Examiners Signature and Date

Secondary Employment Disclosure
To Contract with a Current State Employee

Employee Name:	**Tamara Bartel**
Employee ID number:	**12806**
Name of Secondary Employer: (If self employed, enter the business name)	**ACCESS SecurePak**
Address of Secondary Employer/Self Employment:	**PO BOX 50028 Sparks, NV 89435-0028**
Secondary Employer Phone Number:	**775-504-7303**

Describe the nature of the work performed by the secondary employer or self employment business.	Handing out packages to inmates.
Might this activity require or induce you to disclose controlled information obtained as part of your job or impair your independence or ethics?	No it will not
List the specific duties, functions, and activities that you personally will perform for the secondary employer or in the self-employment business.	Handing out Packages to inmate. Verifying that items are correct and report any discrepancies.
Document your work schedule with the secondary/self employment; how many and what hours weekly; what your State work schedule is; how many and what hours you will work weekly. Will this conflict with your State work hours?	One day every other week approximately 3-4 hrs. I work 5A to 1P, with Thursday/Friday are my days off. No this will not conflict with my state hours.
If applicable, list provider agreements, brief scope of services, and associated State agencies.	

Comments:

Employee statement

TB I certify that my outside employment does not present a conflict with my State employment. The employment may not be construed as an extension of my duties or responsibilities with the State. I will devote my full time, attention and effort to State employment during official duty hours and not to contractual obligations. If a potential conflict arises, I will notify my supervisor and agency head, within three business days. I agree to submit a new application for approval by July 1 of each year, or within 30 days of a change in outside employment status.

Employee's agency head shall check one of the following statements:

✓ I have reviewed the information provided on this form and determined that this secondary employment **DOES NOT** present a real or potential conflict of interest to the State of Nevada.

___ I have reviewed the information provided on this form and determined that this secondary employment **DOES** present a real or potential conflict of interest to the State of Nevada.

Tamara M Bartel 6/19/2018

Employee's Signature and Date

[signature] 7/2/18

Agency Head's Signature and Date

DIVISION OF HUMAN RESOURCE MANAGEMENT

EMPLOYEE WORK PERFORMANCE STANDARDS FORM

Supervisors are responsible for establishing the initial standards, but standards must be reviewed annually and amended when appropriate. The employee must be given the opportunity to provide comment when the standards are revised (NAC 284.468).

Employee Name:	**Last**		**First**		**MI**		**Employee ID #**	
Class Title:	Correctional Sergeant (13.311)						**Date Standards Est/Rev:**	11/11
Department/Division:								
Agency # (3 digits):	440		**Home Org # (4 digits):**				**Position Control #:**	

I have read and understand the work performance standards for this position. I understand these standards may be modified after discussion with my immediate supervisor and with the concurrence of the appointing authority.

Employee Signature: **Date:**

Supervisor Title & Signature: **Date:**

Reviewing Officer Title & Signature: **Date:**

Appointing Authority Title & Signature: **Date:**

Job Elements (Defined as principal assignments, goals, responsibilities and/or related factors.)	***Weighted Value**	**Performance Standards**
Job Element #1: Shift/Employee Management • Verify attendance for sufficient staffing. • Authorize/recommend overtime. • Supervise/evaluate staff performance. • Provide appropriate training for staff. • Resolve formal/informal grievances. • Actively participate in employee related activities to include professional growth, misconduct and disciplinary actions. This includes training, counseling, referring to EAP, letters of instructions, written reprimands, and specificity of charges.		Maintain appropriate staffing levels, authorize or recommend overtime - no more than two minor violations in a 12-month period. Supervise & evaluate subordinate staff performance ensuring employee evaluations are completed in a timely manner, ensures employee attendance records are accurate and correspond with timesheets - no more than two minor discrepancies in a 12-month period. Provide training, resolve grievances, counsel staff, and actively participate in the progressive disciplinary process - no more than two minor discrepancies in a 12-month period.
Job Element #2: Security Supervision • Supervise/enforce security policies and procedures. • Inspect institutions/grounds for breaches of security and damage. • Search inmates, institutions and work areas for contraband, etc.		Security supervision and enforcement of security policies and procedures, inspections for security breaches, search of inmates and work areas for contraband and proper reporting of such - no more than one minor violation per quarter.
Job Element #3: Safety Supervision • Report or correct security, safety and sanitation infractions. • Conduct special/routine inmate counts. • Control inmate activity and movement in facilities or housing. • Ensure compliance with security procedures.		Maintains safety supervision ensuring safe and secure operation of the institution including inmate counts, inmate movement, and compliance with security procedures and proper reporting of any discrepancies - no more than one minor violation per quarter.

Job Element #4: Investigate/Review Reports • Review inmate misconduct reports. • Review staff incident reports. • Conduct investigations as assigned by the appointing authority		Reviews inmate misconduct reports and staff incident reports taking needed corrective action and distributing the information via the Chain-of-Command - no more than one minor violation per quarters. Conduct investigations as assigned by appointing authority in a timely manner
Job Element #5: Incident Control • Place inmates in a segregated area due to major misconduct or need for protection. • Serve as incident commander in emergency situations.		Places inmates in segregation if they are threat to themselves or the security of the institution - no exceptions. Serves as incident commander in emergencies and has a working knowledge of the Emergency Response Manual - no more than one minor violation per quarter.
Job Element #6: Disciplinary Officer • Assist in determining the level of custody and disciplinary actions taken against inmates. • Conduct investigations as assigned by the appointing authority		Perform the duties of Disciplinary Officer in accordance with DOC regulations and procedures - no exceptions. Conduct investigations as assigned by appointing authority in a timely manner.
Job Element #7: Transportation • Plan/coordinate staff for inmate transportation. • Prioritize scheduled transportation appointments.		Coordinate staffing for inmate transportation ensuring proper coverage, recognizing DOC requirements for transportation and proper prioritizing for scheduled and emergency transportation - no exceptions.
Job Element #8: Mail Supervision • Supervise incoming/outgoing inmate mail for contraband. • Review inventory documents for inmate packages.		*When assigned:* • Supervise inmate incoming and outgoing mail per DOC regulations and procedures - one minor violation per quarter. • Review inventory documents for inmate packages per DOC regulations and procedures - one minor violation per quarter.
Job Element #9: Inmate File Management • Review inmate files and assignments for appropriate ethnic, racial and medical constraints.		When appropriate, review inmate files and assignments for any ethnic, racial or medical constraints - no exceptions.
Job Element #10: Customer Service and Communication • Provide quality and quantity of information and service to co-workers and external customers. • Answer telephones; greet customers; answer general questions; refer callers/visitors to appropriate personnel. • Maintain and project an approachable, open-minded attitude and respect confidentiality to ensure open, two-way communication.		Provides clear, concise information to staff and general public and maintains professional demeanor on telephone - no more than 4 minor discrepancies in a 12 month period. Is approachable, open and respectful to encourage two-way communication - no more than two minor discrepancies in a 12-month period.
Job Element #11: Work Ethic • Ability to prioritize tasks, estimate time frames, meet deadlines, plan and use available resources and coordinate work assignments with others.		Appropriately prioritizes tasks and work assignments - no more than two minor discrepancies in a 12-month period. Notifies supervisors of any problems - no exceptions.

Job Element #12: Safety • Observe safe practices at all times. • Observe terms of safety of self, others, and care of Department property, equipment, and vehicles. • Follow Department accident reporting procedures.		Maintains safe practices in assigned duties and in the care of Departmental equipment and vehicles - no more than 2 minor discrepancies in a 12-month period. All accidents will be reported per procedure - no exceptions.
Job Element #13: Professionalism • Display a professional demeanor at all times when interacting with staff and inmates. • Be courteous and considerate. • Avoid critical and argumentative statements. • Observe the Chain-of-Command in all interactions and correspondence. • Cooperate with and maintain a good relationship with operations and program staff.		Maintains professional demeanor with staff and inmates in compliance with DOC Code-of-Ethics - no more than two minor negative incidents in a 12-month period. Is courteous and considerate not using critical or argumentative statements - no exceptions. Follows the Chain-of Command - no more than two minor violations in a 12-month period. Cooperates with operations and program staff - no more than two minor negative incidents in a 12-month period.
Job Element #14: Key Control • Maintain a proficient knowledge of institutional and departmental procedures concerning key control. • Be proficient in the use, storage and exchange of keys. • Report lost or damaged keys.		Proficient in DOC policies and procedures for key control reviewing any changes in such - no exception. Proficient in use, storage and exchange of keys - no exceptions. Report lost or damaged keys immediately - no exceptions.
Job Element #15: Tool Control • Maintain a proficient knowledge of institutional and departmental procedures concerning tool control. • Report lost or damaged tools.		Proficient in DOC policies and procedures for toll control reviewing any changes in such - no exceptions. Report lost or damaged tools immediately - no exceptions.
Job Element #16: Security Control • Be proficient in the use of firearms. • Maintain equipment for use in emergencies. • Proficient in the use, care and maintenance of security equipment. • Proficient in the use of door and key controls.		Maintain successful firearms qualifications - no exceptions. Maintains emergency equipment and is proficient in use and care of security equipment - no exceptions. Proficient in use of door and key controls - no exceptions.
Job Element #17: Vehicles • Operate vehicles in a safe, legal and proficient manner. • Provide vehicle maintenance.		Operates vehicles in a safe, legal and proficient manner - no exceptions. Reports maintenance needs to proper source - no more than two minor discrepancies in a 12-month period.

*If a weighted value is not designated, each job element has an equal weight.

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 13, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

From: Bridgette Garrison, Executive Branch Budget Officer
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CORRECTIONS

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Nevada Department of Corrections requests authority to contract with David Bequette, a current Correctional Vocation Trainer with the Nevada Department of Corrections, to deliver packages to inmates.

Additional Information:

Nevada Department of Corrections (NDOC) currently has a revenue Master Service Agreement (MSA) with Keefe Group, LLC DBA Keefe Supply Company. This MSA contract is comprised of commissions earned on the Inmate Package Program. Each eligible inmate is allowed to order one clothing item and one food package per quarter or monthly if the inmate is in transitional housing. Total packages may not exceed $425 in value or $250 in value if the inmate is in transitional housing. The commissions are earned from the purchases made by inmates/family/friends from a special catalog for delivery to an inmate.

Due to safety and security within NDOC facilities, Keefe Group, LLC employs current NDOC staff to deliver the packages to inmates during off duty hours. Mr. Bequette is contracted to deliver packages on an as needed basis through September 30, 2019.

Statutory Authority:

NRS 333.705 (1)

REVIEWED: _____

ACTION ITEM: _____

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

Authorization to Contract with a Current Employee

Employee Information	
Employee Name:	David Bequette
Employee ID Number:	23254
Job Title:	Correctional Vocation Trainer
Current Employee Agency:	Nevada Department of Corrections - Lovelock Correctional Center
Current Class and Grade:	5.225
Employment Dates:	12/4/2000 - Current
Contracting Agency:	Nevada Department of Corrections

Please check which of the following applies:

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

a. Summarize scope of contract work.

Title of Contracted Position is a Commissary Representative – Delivery Clerk. Delivery clerks deliver individually packaged orders to inmates at specified correctional facilities. Verify identity of inmates and obtain signature from inmate upon delivery of goods.

b. Document the employee's current job description.

See attached State of Nevada Work Performance Standards

c. Explain how this differs from current State duties.

Commissary Representative – Delivery Clerk is different from a Correctional Vocational Trainer as it instructs inmates in a discipline or field by providing both written instruction and practical training in order to teach vocational skills and processes, use of equipment, appropriate health and safety measures and work ethics and attitudes.

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

After reviewing, this duty can be performed by a state employee, a Retail Storekeeper within the NDOC; however, at this time there is not a dedicated FTE assigned to this function. Moving forward an additional FTE is being pursued in the FY 20-21 budget.

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

No

f. List contractor's hourly rate.

The vendor pays the Delivery Clerk $5 per packaged delivered.

g. List the range of comparable State employee rates.

Not applicable

h. Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent.

Not applicable

i. Document justification for hiring contractor.

While the vendor must incur the cost of hiring off-duty custody or non-custody staff to deliver packages; NDOC is requesting an additional FTE in the SFY 20-21 budget. This request is to formalize the current relationship with the employee, vendor, and the State of Nevada.

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

No

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

Currently – September 30, 2019

l. Will the current employee be working FT/PT? If PT how many hours

Part-time depending on number of packages received at the facility.

Comments:

7/2/18

Contracting Agency Head's Signature and Date

Barbara Wunsch 6/28/18

Budget Analyst Signature and Date

S Garrison 7/13/18

Clerk of the Board of Examiners Signature and Date

Secondary Employment Disclosure
To Contract with a Current State Employee

Employee Name:	**David Bequette**
Employee ID number:	**23254**
Name of Secondary Employer: (If self employed, enter the business name)	**Access Securepak**
Address of Secondary Employer/Self Employment:	**P.O. Box 50028 Sparks, Nev. 89435**
Secondary Employer Phone Number:	**775-504-7303**

Describe the nature of the work performed by the secondary employer or self employment business.	Package Program
Might this activity require or induce you to disclose controlled information obtained as part of your job or impair your independence or ethics?	no
List the specific duties, functions, and activities that you personally will perform for the secondary employer or in the self-employment business.	Delivering food and clothing packages to inmate population
Document your work schedule with the secondary/self employment; how many and what hours weekly; what your State work schedule is; how many and what hours you will work weekly. Will this conflict with your State work hours?	Every other Wednesday or Thursday night 4pm-7or8pm My work hours with the state are 6am-4pm Mon-Thur No, This will not conflict with my state work hours
If applicable, list provider agreements, brief scope of services, and associated State agencies.	

Comments:

Employee statement

__X__ I certify that my outside employment does not present a conflict with my State employment. The employment may not be construed as an extension of my duties or responsibilities with the State. I will devote my full time, attention and effort to State employment during official duty hours and not to contractual obligations. If a potential conflict arises, I will notify my supervisor and agency head, within three business days. I agree to submit a new application for approval by July 1 of each year, or within 30 days of a change in outside employment status.

Employee's agency head shall check one of the following statements:

__✓__ I have reviewed the information provided on this form and determined that this secondary employment **DOES NOT** present a real or potential conflict of interest to the State of Nevada.

____ I have reviewed the information provided on this form and determined that this secondary employment **DOES** present a real or potential conflict of interest to the State of Nevada.

6/19/18

Employee's Signature and Date

7/2/18

Agency Head's Signature and Date

DIVISION OF HUMAN RESOURCE MANAGEMENT

EMPLOYEE WORK PERFORMANCE STANDARDS FORM

Supervisors are responsible for establishing the initial standards, but standards must be reviewed annually and amended when appropriate. The employee must be given the opportunity to provide comment when the standards are revised (NAC 284.468).

Employee Name:	**Last**		**First**		**MI**	**Employee ID #**	
Class Title:	Correctional Vocational Trainer (5.225) Grade - 32					**Date Standards Est/Rev:**	
Department/Division:							
Agency # (3 digits):	440	**Home Org # (4 digits):**		**Position Control #:**			

I have read and understand the work performance standards for this position. I understand these standards may be modified after discussion with my immediate supervisor and with the concurrence of the appointing authority.

Employee Signature: **Date:**

Supervisor Title & Signature: **Date:**

Reviewing Officer Title & Signature: **Date:**

Appointing Authority Title & Signature: **Date:**

Job Elements (Defined as principal assignments, goals, responsibilities and/or related factors.)	***Weighted Value**	**Performance Standards**
Job Element #1: Inmate Instruction		
• Conduct classroom and laboratory instruction in vocational skills. • Teach the use and maintenance of equipment and tools. • Teach safety and sanitation standards. • Teach work ethics.		
Job Element #2: Program Operation		
• Insure proper program operation through inmate supervision. • Schedule appropriate staffing. • Monitor the quality of goods/services. • Oversee equipment maintenance. • Insure tool control procedures. • Insure goods and services meet established standards.		
Job Element #3: Curriculum		
• Develop, administer and evaluate course curriculum. • Develop, administer and evaluate appropriate testing procedures. • Provide measurable levels of vocational proficiency.		

Job Element #4: Reports • Submit timely reports on inmate training and behavior. • Maintain appropriate record keeping.		
Job Element #5: Inmate Classification • Assist in the classification process of each inmate. • Review inmates' academic record and background. • Reports to classification on inmate progress and discipline as necessary. • Maintain established levels of participation.		
Job Element #6: Ordering • Order supplies, materials and equipment in order to produce goods. • Order repairs as needed.		
Job Element #7: Inmate Supervision • Supervise the inmates to assure the safety of staff and inmates. • Accountable for inmates at all times.		
Job Element #8: OSHA • Follow all OSHA standards as required.		
Job Element #9: Security • Maintain the security of tolls, equipment and supplies. • Inventory tools and supplies as scheduled. • Maintain key control. • Follow facility procedures.		
Job Element #10: Work Ethic • Ability to prioritize tasks, estimate time frames, meet deadlines, plan and use available resources and coordinate work assignments with others.		
Job Element #11: Customer Service and Communication • Provide quality and quantity of information and service to co-workers and external customers. • Answer telephones; greet customers; answer general questions. • Maintain and project an approachable, open-minded attitude and respect confidentiality to ensure open, two-way communication.		
Job Element #12: Safety • Observe safe practices at all times. • Observe terms of safety of self, others, and care of Departmental property, equipment, and vehicles. • Follow Departmental accident reporting procedures		

Job Element #13: Professionalism		
• Display a professional demeanor at all times when interacting with staff and inmates. • Be courteous and considerate. • Avoid critical and argumentative statements. • Observe the Chain-of-Command in all interactions and correspondence. • Cooperate with and maintain a good relationship with operations and program staff.		

*If a weighted value is not designated, each job element has an equal weight.

Distribution: Original to Agency; Copy to Employee; Copy to Supervisor

NPD-14 Est. 1/03
Revised 3/12

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 13, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

From: Bridgette Garrison, Executive Branch Budget Officer
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CORRECTIONS

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Nevada Department of Corrections requests authority to contract with Dennis Ciciliano, a current Combination Welder II with the Nevada Department of Corrections, to deliver packages to inmates.

Additional Information:

Nevada Department of Corrections (NDOC) currently has a revenue Master Service Agreement (MSA) with Keefe Group, LLC DBA Keefe Supply Company. This MSA contract is comprised of commissions earned on the Inmate Package Program. Each eligible inmate is allowed to order one clothing item and one food package per quarter or monthly if the inmate is in transitional housing. Total packages may not exceed $425 in value or $250 in value if the inmate is in transitional housing. The commissions are earned from the purchases made by inmates/family/friends from a special catalog for delivery to an inmate.

Due to safety and security within NDOC facilities, Keefe Group, LLC employs current NDOC staff to deliver the packages to inmates during off duty hours. Mr. Ciciliano is contracted to deliver packages on an as needed basis through September 30, 2019.

Statutory Authority:

NRS 333.705 (1)

REVIEWED: _____

ACTION ITEM: _____

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

Authorization to Contract with a Current Employee

Employee Information	
Employee Name:	Dennis Ciciliano
Employee ID Number:	46277
Job Title:	Combination Welder II
Current Employee Agency:	Nevada Department of Corrections – Ely State Prison
Current Class and Grade:	9.430
Employment Dates:	1/3/2011 - Current
Contracting Agency:	Nevada Department of Corrections

Please check which of the following applies:

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

a. Summarize scope of contract work.

Title of Contracted Position is a Commissary Representative – Delivery Clerk. Delivery clerks deliver individually packaged orders to inmates at specified correctional facilities. Verify identity of inmates and obtain signature from inmate upon delivery of goods.

b. Document the employee's current job description.

See attached State of Nevada Work Performance Standards

c. Explain how this differs from current State duties.

Commissary Representative – Delivery Clerk is different from a Combination Welder II in a correctional environment, function as a lead worker for an inmate crew on a regular basis and document inmate performance through completion of periodic performance reports. Incumbents are also responsible for implementing security procedures which include securing the work area from unauthorized inmates and accountability for assigned inmates, staff, tools, and equipment.

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

After reviewing, this duty can be performed by a state employee, a Retail Storekeeper within the NDOC; however, at this time there is not a dedicated FTE assigned to this function. Moving forward an additional FTE is being pursued in the FY 20-21 budget.

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

No

f. List contractor's hourly rate.

The vendor pays the Delivery Clerk $5 per packaged delivered.

g. List the range of comparable State employee rates.

Not applicable

h. Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent.

Not applicable

i. Document justification for hiring contractor.

While the vendor must incur the cost of hiring off-duty custody or non-custody staff to deliver packages; NDOC is requesting an additional FTE in the SFY 20-21 budget. This request is to formalize the current relationship with the employee, vendor, and the State of Nevada.

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

No

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

Currently – September 30, 2019

l. Will the current employee be working FT/PT? If PT how many hours

Part-time depending on number of packages received at the facility.

Comments:

7/2/18

Contracting Agency Head's Signature and Date

6/28/18

Budget Analyst Signature and Date

7/13/18

Clerk of the Board of Examiners Signature and Date

Secondary Employment Disclosure
To Contract with a Current State Employee

Employee Name: Dennis R Dickman

Employee ID number: 46277

Name of Secondary Employer: Access Surveypoint
(If self employed, enter the business name)

Address of Secondary Employer/Self Employment: P.O. 5040 28 Sparks NV 89435

Secondary Employer Phone Number: 775-504-7303

Describe the nature of the work performed by the secondary employer or self employment business.	Deliver Packages
Might this activity require or induce you to disclose controlled information obtained as part of your job or impair your independence or ethics?	No
List the specific duties, functions, and activities that you personally will perform for the secondary employer or in the self-employment business.	Deliver Inmate Packages
Document your work schedule with the secondary/self employment; how many and what hours weekly; what your State work schedule is; how many and what hours you will work weekly. Will this conflict with your State work hours?	1 day a Week for 3hr after N.D.O.C. work is Complete
If applicable, list provider agreements, brief scope of services, and associated State agencies.	

Comments:

Employee statement

DRD I certify that my outside employment does not present a conflict with my State employment. The employment may not be construed as an extension of my duties or responsibilities with the State. I will devote my full time, attention and effort to State employment during official duty hours and not to contractual obligations. If a potential conflict arises, I will notify my supervisor and agency head, within three business days. I agree to submit a new application for approval by July 1 of each year, or within 30 days of a change in outside employment status.

Employee's agency head shall check one of the following statements:

✓ DRD I have reviewed the information provided on this form and determined that this secondary employment **DOES NOT** present a real or potential conflict of interest to the State of Nevada.

~~DRD~~ I have reviewed the information provided on this form and determined that this secondary employment **DOES** present a real or potential conflict of interest to the State of Nevada.

Dennis R Dickman 6-27-18
Employee's Signature and Date

[signature] 7/2/18
Agency Head's Signature and Date

DIVISION OF HUMAN RESOURCE MANAGEMENT

EMPLOYEE WORK PERFORMANCE STANDARDS FORM

Supervisors are responsible for establishing the initial standards, but standards must be reviewed annually and amended when appropriate. The employee must be given the opportunity to provide comment when the standards are revised (NAC 284.468).

Employee Name:	**Last**	Ciciliano	**First**	Dennis	**MI**		**Employee ID #**	46277
Class Title:	Combination Welder II (9.430)						**Date Standards Est/Rev:**	
Department/Division:	NDOC/ESP							
Agency # (3 digits):	440		**Home Org # (4 digits):**	3751			**Position Control #:**	92

I have read and understand the work performance standards for this position. I understand these standards may be modified after discussion with my immediate supervisor and with the concurrence of the appointing authority.

Employee Signature: **Date:** 06/15/18

Supervisor Title & Signature: **Date:** 06/15/18

Reviewing Officer Title & Signature: **Date:**

Appointing Authority Title & Signature: **Date:** 06/15/18

Job Elements (Defined as principal assignments, goals, responsibilities and/or related factors.)	*Weighted Value	Performance Standards
Job Element #1: Material Preparation		
• **Job Element #1: Maintenance throughout the institution requiring welding and general repairs to all metal equipment and structures by reading blue prints and sketch out designs.**		• Work through blueprints and/or through examination of the component equipment or fixture to determine the appropriate type of materials. • Develop a sketch if a piece must be fabricated. • Determine appropriate quantity of material to minimize waste. • Complete work orders, cost estimates and order material when needed. • Measure, make and scribe dimensions and reference reports on the material.
Job Element #2: Layouts		
• **Job Element #2: Maintenance and repairs to all equipment utilized in the performance of the welders duties by selecting the appropriate process.**		• Set up for the job according to the type of work performed by; 1. Selecting the appropriate welding process. 2. Determining the appropriate welding torch/machine. 3. Setting up the torch/machine and adjusting pressures. • Secure and tack material in place for final welding.

Job Element #3: Welding		
• **Job Element #3: Operation of all heavy equipment at ESP. The ability to weld with gas and arc equipment at various angles.**		• Welds metal components together using a variety of gas and arc welding processes. • Manually guide equipment along weld line. • Examine weld for quality and conformance. Perform welding is performed in flat, horizontal, vertical and overhead positions.
Job Element #4: Work Ethic		
• **Job Element #4: Perform routine preventative maintenance and prioritize tasks.**		• Ability to prioritize tasks, estimate time frames, meet deadlines, plan and use available resources and coordinate work assignments with others.
Job Element #5: Customer Service and Communication		
• **Job Element #5: Maintain office and documentation relating to all welder's duties/order parts and materials. Capability of answering questions and has an open mind and good attitude.**		• Provide quality and quantity of information and service to co-workers and external customers. • Answer general questions. • Maintain and project an approachable, open-minded attitude and respect confidentiality to ensure open, two-way communication.
Job Element #6: Safety		
• Have training in all safety aspects of welding tasks and training in filling out accident reports.		• Observe safe practices at all times. • Observe terms of safety of self, others, and care of Department property, equipment, and vehicles. • Follow Department accident reporting procedures.
Job Element #7: Professionalism		
• Compose a good demeanor at all times have a good relation ship with co workers.		• Display a professional demeanor at all times when interacting with staff and inmates. • Be courteous and considerate. • Avoid critical and argumentative statements. • Observe the Chain-of-Command in all interactions and correspondence. • Cooperate with and maintain a good relationship with operations and program staff.

*If a weighted value is not designated, each job element has an equal weight.

Distribution: Original to Agency; Copy to Employee; Copy to Supervisor

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 13, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

From: Bridgette Garrison, Executive Branch Budget Officer
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CORRECTIONS

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Nevada Department of Corrections requests authority to contract with Christian Jones, a current Electronics Technician III with the Nevada Department of Corrections, to deliver packages to inmates.

Additional Information:

Nevada Department of Corrections (NDOC) currently has a revenue Master Service Agreement (MSA) with Keefe Group, LLC DBA Keefe Supply Company. This MSA contract is comprised of commissions earned on the Inmate Package Program. Each eligible inmate is allowed to order one clothing item and one food package per quarter or monthly if the inmate is in transitional housing. Total packages may not exceed $425 in value or $250 in value if the inmate is in transitional housing. The commissions are earned from the purchases made by inmates/family/friends from a special catalog for delivery to an inmate.

Due to safety and security within NDOC facilities, Keefe Group, LLC employs current NDOC staff to deliver the packages to inmates during off duty hours. Mr. Jones is contracted to deliver packages on an as needed basis through September 30, 2019.

Statutory Authority:

NRS 333.705 (1)

REVIEWED: _____

ACTION ITEM: _____

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

Authorization to Contract with a Current Employee

Employee Information	
Employee Name:	Christian Jones
Employee ID Number:	46538
Job Title:	Electronics Tech III
Current Employee Agency:	Nevada Department of Corrections – Ely State Prison
Current Class and Grade:	6.987
Employment Dates:	2/22/2011 - Current
Contracting Agency:	Nevada Department of Corrections

Please check which of the following applies:

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

a. Summarize scope of contract work.

Title of Contracted Position is a Commissary Representative – Delivery Clerk. Delivery clerks deliver individually packaged orders to inmates at specified correctional facilities. Verify identity of inmates and obtain signature from inmate upon delivery of goods.

b. Document the employee's current job description.

See attached State of Nevada Work Performance Standards

c. Explain how this differs from current State duties.

Commissary Representative – Delivery Clerk is different from an Electronics Tech III's lead an inmate crew and install, assemble, adjust, clean, calibrate, program and repair programmable logic controllers, fire warning/alarm systems, teleconferencing equipment, computerized escaped convict alarm system, personal objects X-ray screening machines, and door, gate, and telephone security alarm systems. Inmate performance is documented through completion of periodic progress reports. Incumbents are responsible for implementing security procedures to include securing the work area from unauthorized inmates and accountability for assigned inmates, staff, tools and equipment. To warrant allocation to this class, supervision of a crew of inmates within and outside the institution and transportation to other institutions for performance of maintenance must be a regular and reoccurring duty.

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

After reviewing, this duty can be performed by a state employee, a Retail Storekeeper within the NDOC; however, at this time there is not a dedicated FTE assigned to this function. Moving forward an additional FTE is being pursued in the FY 20-21 budget.

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

No

f. List contractor's hourly rate.

The vendor pays the Delivery Clerk $5 per packaged delivered.

g. List the range of comparable State employee rates.

Not applicable

h. Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent.

Not applicable

i. Document justification for hiring contractor.

While the vendor must incur the cost of hiring off-duty custody or non-custody staff to deliver packages; NDOC is requesting an additional FTE in the SFY 20-21 budget. This request is to formalize the current relationship with the employee, vendor, and the State of Nevada.

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

No

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

Currently – September 30, 2019

l. Will the current employee be working FT/PT? If PT how many hours

Part-time depending on number of packages received at the facility.

Comments:

7/12/18

Contracting Agency Head's Signature and Date

Barbara Wenthal 6/28/18

Budget Analyst Signature and Date

7/13/18

Clerk of the Board of Examiners Signature and Date

Secondary Employment Disclosure
To Contract with a Current State Employee

Employee Name: Christian Jones

Employee ID number: 46538

Name of Secondary Employer:
(If self employed, enter the business name) Reed Group Access Secure Pak

Address of Secondary Employer/Self Employment: P.O 50028 Sparks NV 89435

Secondary Employer Phone Number: 775 504 7303

Describe the nature of the work performed by the secondary employer or self employment business.	Deliver Packages
Might this activity require or induce you to disclose controlled information obtained as part of your job or impair your independence or ethics?	no
List the specific duties, functions, and activities that you personally will perform for the secondary employer or in the self-employment business.	Deliver inmate packages.
Document your work schedule with the secondary/self employment; how many and what hours weekly; what your State work schedule is; how many and what hours you will work weekly. Will this conflict with your State work hours?	1 day a week for 3 hours after my state work is complete
If applicable, list provider agreements, brief scope of services, and associated State agencies.	

Comments:

Employee statement

X I certify that my outside employment does not present a conflict with my State employment. The employment may not be construed as an extension of my duties or responsibilities with the State. I will devote my full time, attention and effort to State employment during official duty hours and not to contractual obligations. If a potential conflict arises, I will notify my supervisor and agency head, within three business days. I agree to submit a new application for approval by July 1 of each year, or within 30 days of a change in outside employment status.

Employee's agency head shall check one of the following statements:

X I have reviewed the information provided on this form and determined that this secondary employment **DOES NOT** present a real or potential conflict of interest to the State of Nevada.

___ I have reviewed the information provided on this form and determined that this secondary employment **DOES** present a real or potential conflict of interest to the State of Nevada.

6-27-18

Employee's Signature and Date

7/2/18

Agency Head's Signature and Date

DIVISION OF HUMAN RESOURCE MANAGEMENT

EMPLOYEE WORK PERFORMANCE STANDARDS FORM

Supervisors are responsible for establishing the initial standards, but standards must be reviewed annually and amended when appropriate. The employee must be given the opportunity to provide comment when the standards are revised (NAC 284.468).

Employee Name:	**Last**		**First**		**MI**	**Employee ID #**	
Class Title:	Electronics Technician III (6.987)					**Date Standards Est/Rev:**	
Department/Division:							
Agency # (3 digits):	440	**Home Org # (4 digits):**				**Position Control #:**	

I have read and understand the work performance standards for this position. I understand these standards may be modified after discussion with my immediate supervisor and with the concurrence of the appointing authority.

Employee Signature: **Date:**

Supervisor Title & Signature: **Date:**

Reviewing Officer Title & Signature: **Date:**

Appointing Authority Title & Signature: **Date:**

Job Elements (Defined as principal assignments, goals, responsibilities and/or related factors.)	***Weighted Value**	**Performance Standards**
Job Element #1: Electronic Maintenance		
• Responsible for all electronic trouble calls and routine assignments. • Analyze problems and situations to formulate solutions. • Install, assemble, adjust, clean, calibrate and repair electronic equipment. • Repair and align units and systems. • Troubleshoot electrical and other ancillary equipment.		• Perform electronic projects at journeyman level of training. Ensure that projects are completed in a timely and professional manner. • Working knowledge of electronic systems, tools and test equipment. To be able to locate the defective part or component causing the system to function abnormally. To be able to determine the appropriate corrective action to be taken. • Working knowledge of operation, applicability and repair of electronic systems. Repair of electronic systems to included the installation, assembly, adjustment, calibration, cleaning and repair of electronic systems and component. • Utilizing appropriate service manuals, publications and instructions; to be able to accurately and efficiently repair and align electronic units and systems. • To be knowledgeable to both high voltage and low voltage systems. To be able to detect, locate and effect repair on defective electrical system component and/or equipment.
Job Element #2: Computers and Software		
• Install, operate and troubleshoot personal computers and software. • Install cabling and cable distribution systems.		• To have a working knowledge of computers; including the installation, connection, operating procedures and specific characteristics. To be able to locate the defective part or component causing the specific computer system and/or associated equipment to function abnormally. Able to determine whether problem exists in software or hardware. • Utilizing appropriate service manuals, publications and blueprints; be able to install the correct type of computer cabling and cable distribution systems when and where required.

Job Element #3: Inventory		
• Maintain an appropriate stock of inventory parts and supplies. • Coordinate with vendors in the purchase of parts and equipment. • Prioritize inventory and cost estimations.		• Maintain an up-to-date inventory of necessary parts and supplies on hand. Ensure and adequate supply of necessary parts and equipment are readily available to be able to repair defective electronic equipment in an efficient and expeditious manner. • Be able to locate vendors of the material required in order to obtain up-to-date pricing of required material. Ensure that materials ordered are not only correct, but are the most economical. • To become knowledgeable enough about assigned electronic systems to be able to prioritize systems from most critical to less critical.
Job Element #4: Staff Supervision		
• May supervise a staff of electronic technicians. • Prioritize and schedule work.		• Be able to train personnel in the field of electronics. To direct technicians to the correct and successful completion of each task assigned and to follow up on each completed task. Instruct and train personnel in proper technique and safety within the work center area. • Review work orders and consult with Facility Supervisor to establish priority of repair actions. Become knowledgeable of task to be performed to be able to estimate time frame for task to be completed. Utilize available equipment, material and resources in order to meet deadline determined. Assign projects to subordinates, including reviewing ongoing projects and assigning new work. To resolve problems in order to assure job completion in a timely manner. If assistance I required, to be able to locate and utilize the assistance needed.
Job Element #5: Record Keeping		
• Maintain all documentation of work completed. Associated files and vendor information. • Establish and update records pertaining to equipment.		• Initiate and maintain a procedure whereby tracking of all electronic work performed can be accessed when required. This procedure to include discrepant electronic equipment, corrective action performed, time from start to completion of repair action and cost of repair. Maintain an up-to-date listing of vendors of required parts and materials. • Initiate and maintain logs and/or records on existing systems in accordance with Department procedures and controls. Logs and/or records to reflect system operating conditions, maintenance actions performed on the system, any system malfunctions and the associated cost of any and all repair actions. Update logs and/or records on a regular basis, paying particular attention to procedures and controls.
Job Element #6: Technical Assistance		
• Ensure compatibility of old and new system parts. • Adapt the new system to improve reliability. • Develop and implement technical parameters and standard practices for installation, maintenance, calibration, and repair of equipment.		• As a field of electronics changes and equipment becomes updated, be able to ensure that a new equipment ordered and utilized is compatible with the older system the equipment is to be installed in or used with. • Be able to investigate new and different methods to be able to utilize a new system to improve system reliability and dependability. • Become knowledgeable of both new and older electronics systems installed and utilized within the institution. To develop and maintain a methods whereby technical parameters, standard procedures and practices are set and in place for the installation, maintenance, calibration and repair of the various electronic systems and equipment.

Job Element #7: Work Ethic		
• Ability to prioritize tasks, estimate time frames, meet deadlines, plan and use available resources and coordinate work assignments with others.		• Review Work Orders and consult with Facility Supervisor to establish priority of repair actions. Become knowledgeable o task to be performed to be able to estimate timeframe for task to be completed. Utilize available equipment, materials, and resources in order to meet deadlines determined. Assign projects to subordinates, including reviewing ongoing projects and assigning new work. To resolve problems in order to assure job completion in a timely manner. If assistance is required, to be able to locate and utilize the assistance needed.
Job Element #8: Customer Service and Communication		
• Provide quality and quantity of information and service to co-workers and external customers. • Maintain and project an approachable, open-minded attitude and respect confidentiality to ensure open, two-way communication.		• To be knowledgeable enough about electronics systems and the scope of work to be performed at this institution to be able to relay pertinent information and to provide needed services to other s in an expertly and accurate manner. • Maintain a high sense of professionalism and personal pride when dealing with others.
Job Element #9: Safety		
• Observe safe practices at all times. • Observe terms of safety of self, others, and care of Department property, equipment, and vehicles. • Follow Department accident reporting procedures.		• Be cognizant of all safety practices, precautions, procedures and regulations within the Maintenance Department and the institution. • Think safety at all times. Practice safety at all times. Treat all Department property, equipment, and vehicles as if they were your own. • Be cognizant of Administrative Regulations and Institutional Procedures regarding Accident Reporting procedures.

*If a weighted value is not designated, each job element has an equal weight.

Distribution: Original to Agency; Copy to Employee; Copy to Supervisor

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 13, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

From: Bridgette Garrison, Executive Branch Budget Officer
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CORRECTIONS

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Nevada Department of Corrections requests authority to contract with John Julio, a current Food Services Manager II with the Nevada Department of Corrections, to deliver packages to inmates.

Additional Information:

Nevada Department of Corrections (NDOC) currently has a revenue Master Service Agreement (MSA) with Keefe Group, LLC DBA Keefe Supply Company. This MSA contract is comprised of commissions earned on the Inmate Package Program. Each eligible inmate is allowed to order one clothing item and one food package per quarter or monthly if the inmate is in transitional housing. Total packages may not exceed $425 in value or $250 in value if the inmate is in transitional housing. The commissions are earned from the purchases made by inmates/family/friends from a special catalog for delivery to an inmate.

Due to safety and security within NDOC facilities, Keefe Group, LLC employs current NDOC staff to deliver the packages to inmates during off duty hours. Mr. Julio is contracted to deliver packages on an as needed basis through September 30, 2018.

Statutory Authority:

NRS 333.705 (1)

REVIEWED: _____

ACTION ITEM: _____

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

Authorization to Contract with a Current Employee

Employee Information	
Employee Name:	John Julio
Employee ID Number:	33241
Job Title:	Food Services Manager II
Current Employee Agency:	Nevada Department of Corrections - Florence McClure Women's Correctional Center
Current Class and Grade:	3.108
Employment Dates:	4/11/05- Current
Contracting Agency:	Nevada Department of Corrections

Please check which of the following applies:

☐ Contract is with a current State employee (contractor) or a temporary employment agency providing a current employee. Please complete steps a-l below.

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

a. Summarize scope of contract work.

Title of Contracted Position is a Commissary Representative – Delivery Clerk. Delivery clerks deliver individually packaged orders to inmates at specified correctional facilities. Verify identity of inmates and obtain signature from inmate upon delivery of goods.

b. Document the employee's current job description.

See attached State of Nevada Work Performance Standards

c. Explain how this differs from current State duties.

Commissary Representative – Delivery Clerk is different from a Food Service Manager plan, organize and supervise the quantity ordering, receiving, storage, preparation, and service of food in a correctional, residential, instructional or similar setting.

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

After reviewing, this duty can be performed by a state employee, a Retail Storekeeper within the NDOC; however, at this time there is not a dedicated FTE assigned to this function. Moving forward an additional FTE is being pursued in the FY 20-21 budget.

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

No

f. List contractor's hourly rate.

The vendor pays the Delivery Clerk $5 per packaged delivered.

g. List the range of comparable State employee rates.

Not applicable

h. Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent.

Not applicable

i. Document justification for hiring contractor.

While the vendor must incur the cost of hiring off-duty custody or non-custody staff to deliver packages; NDOC is requesting an additional FTE in the SFY 20-21 budget. This request is to formalize the current relationship with the employee, vendor, and the State of Nevada.

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

No

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

Currently – September 29, 2018

l. Will the current employee be working FT/PT? If PT how many hours

Part-time depending on number of packages received at the facility.

Comments:

7/2/18
Contracting Agency Head's Signature and Date

Barbara Wenstad 6/28/18
Budget Analyst Signature and Date

7/13/18
Clerk of the Board of Examiners Signature and Date

Secondary Employment Disclosure
To Contract with a Current State Employee

Employee Name: John Julio

Employee ID number: 33241

Name of Secondary Employer: Krafte package
(If self employed, enter the business name)

Address of Secondary Employer/Self Employment: 4670 Smiley Road Las Vegas NV 89115

Secondary Employer Phone Number: 702-616-8-7243

Describe the nature of the work performed by the secondary employer or self employment business.	Deliver inmate packages
Might this activity require or induce you to disclose controlled information obtained as part of your job or impair your independence or ethics?	NO
List the specific duties, functions, and activities that you personally will perform for the secondary employer or in the self-employment business.	Deliver package - food and or clothing Inspect package - make appointments
Document your work schedule with the secondary/self employment; how many and what hours weekly; what your State work schedule is; how many and what hours you will work weekly. Will this conflict with your State work hours?	Every other week normally Thursday 1700 - 1900. No conflict.
If applicable, list provider agreements, brief scope of services, and associated State agencies.	

Comments:

Employee statement

X I certify that my outside employment does not present a conflict with my State employment. The employment may not be construed as an extension of my duties or responsibilities with the State. I will devote my full time, attention and effort to State employment during official duty hours and not to contractual obligations. If a potential conflict arises, I will notify my supervisor and agency head, within three business days. I agree to submit a new application for approval by July 1 of each year, or within 30 days of a change in outside employment status.

Employee's agency head shall check one of the following statements:

X I have reviewed the information provided on this form and determined that this secondary employment **DOES NOT** present a real or potential conflict of interest to the State of Nevada.

___ I have reviewed the information provided on this form and determined that this secondary employment **DOES** present a real or potential conflict of interest to the State of Nevada.

6-20-2018
Employee's Signature and Date

6.20.18
Agency Head's Signature and Date

7/2/18
Agency Head's signature + date

State of Nevada, Department of Administration, Purchasing Division

DIVISION OF HUMAN RESOURCE MANAGEMENT

EMPLOYEE WORK PERFORMANCE STANDARDS FORM

Supervisors are responsible for establishing the initial standards, but standards must be reviewed annually and amended when appropriate. The employee must be given the opportunity to provide comment when the standards are revised (NAC 284.468).

Employee Name:	**Last**	JULIO	**First**	JOHN	**MI**		**Employee ID #**	33241
Class Title:	Food Service Manager II (3.108)						**Date Standards Est/Rev:**	9/19/2017-10/1/2018
Department/Division:								
Agency # (3 digits):	440		**Home Org # (4 digits):**	3761			**Position Control #:**	0094

I have read and understand the work performance standards for this position. I understand these standards may be modified after discussion with my immediate supervisor and with the concurrence of the appointing authority.

Employee Signature: **Date:**

Supervisor Title & Signature: **Date:**

Reviewing Officer Title & Signature: **Date:**

Appointing Authority Title & Signature: **Date:**

Job Elements (Defined as principal assignments, goals, responsibilities and/or related factors.)	***Weighted Value**	**Performance Standards**
Job Element #1: Inventory Control		
• Establish and maintain perpetual inventory control procedures for receiving, storing and issuing supplies and food items. • Develop and implement methods to deter theft, spoilage and waste.		• Daily monitoring of inventory records to ensure correct items and quantities pulled for upcoming meal and culinary supply needs for non-food items. • Perform monthly reviews of the inventory records to determine any missing items and quantities. Provide written report monthly to ASO due by the 10th of the following month on condition of inventory system, food and non-food inventory item levels at the Institution and warehouse and the effectiveness of new methods implemented to reduce usage/waste/theft.
Job Element #2: Ordering Supplies		
• Order or supervise the ordering of food, paper and kitchen supplies.		• Prepare complete and accurate food and non-food orders as required. No more than 10 items may be requested after the food order is originally submitted unless justification is received in writing. Prepare complete and accurate Store Requisitions at least one month before items are needed for non-food items.
Job Element #3: Quality Control		
• Supervise the receipt and inspection of all foodstuffs for quality and quantity.		• 50% of all food and non-food items delivered to the culinary should be received, counted, inspected and signed for by the Food Service Manager III.

Job Element #4: Menu Preparation		
• Review master menu to determine food quantities required for specified recipes and anticipated populations. • Extend and reduce recipes as required. • Monitor the types of food used in daily meals.		• Determine necessary quantities for upcoming menu and inmate population level. Prepare substitutions if items unavailable or out of stock. Notify NDOC Purchasing Manger of all substitutions weekly in written format. • Review historical feeding level information and reduce on increase as needed. • Perform a daily check at breakfast and lunch for items included in alternative meals, diets and any Styrofoam containers leaving the culinary.
Job Element #5: Budget Support		
• Prepare food service reports. • Account for materials used and costs involved. • Submit budget estimates as required.		• Complete Monthly Financial Statement by the 15th of the following month and submit to ASO. • Provide a monthly report recapping non-food items used and the associated costs. • Provide complete and accurate cost/usage information when requested.
Job Element #6: Employee Management		
• Ensure employees are trained in the safe and proper use of culinary powered equipment. • Train in sanitary and proper culinary procedures. • Ensure compliance with health and sanitation regulations. • Plan, assign and review the work of assigned staff. • Maintain adequate staffing levels. • Assess training needs as they arise. • Evaluate employee performance. • Provide orientation to new employees. • Resolve personnel problems. • Recommend disciplinary action as needed.		• All new culinary workers operating powered equipment will be trained before using any equipment and the training documented. • All new culinary workers are to be trained in proper sanitary procedures. • Prepare, submit and implement an action plan within 10 business days after any health and safety inspection. • Spend at least 50% of the each assigned workday, supervising free staff and inmate workers preparing meals, serving meals and cleaning the culinary. Actual observation and moving throughout the culinary areas providing proper guidance on processes and procedures define supervision for this Job Element. All free staff employees are required to fill out leave request slips for supervisory approval. • No annual or comp time leave will be approved if staffing coverage is not adequate. • Provide monthly report for training needs and how the training needs were satisfied. • Complete all assigned evaluations prior to the due date. Each evaluation must be different and specific examples must be used in justifying the employee's performance rating. • New staff are to be properly trained with NSP and Culinary. • Document all personnel problems and the method used to address the problem. • Provide well-documented evidence to support disciplinary actions.
Job Element #7: Security		
• Maintain close and constant surveillance to ensure the control and security of tools and equipment used in food preparation.		• Prepare and implement a system to inventory and control all tools in the culinary. Notify the AWO and ASO in writing on missing tools immediately.

Job Element #8: Work Ethic		
• Ability to prioritize tasks, estimate time frames, meet deadlines, plan and use available resources and coordinate work assignments with others.		• No overtime is to be incurred without prior written approval from the Warden, AWO, AWP or ASO. Complete work assignments correctly and completely by the due dates. Prepare in advance plans to provide culinary operations in case of low staffing levels or other unexpected circumstances. Assign work to all free staff and review the work performed. Provide feedback either positive or negative to the individual.
Job Element #9: Customer Service and Communication		
• Provide quality and quantity of information and service to co-workers and external customers. • Maintain and project an approachable, open-minded attitude and respect confidentiality to ensure open, two-way communication.		• Provide complete and accurate information that is easy to understand that answers the questions asked. • Maintain a professional manner when dealing with staff, inmates and outside parties. There will be no more than 2 instances per month where an employee's manner was unsatisfactory and was brought to a supervisor's attention by staff, inmates or outside parties.
Job Element #10: Safety		
• Observe safe practices at all times. • Observe terms of safety of self, others and the care of Department property, equipment and vehicles.		• Stress safety and security to all staff weekly. Hold safety meetings once per quarter to discuss issues with free staff. • Submit a monthly report on the condition of all culinary equipment and include the priority of repairs that need to be done.

*If a weighted value is not designated, each job element has an equal weight.

Distribution: Original to Agency; Copy to Employee; Copy to Supervisor

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 13, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

From: Bridgette Garrison, Executive Branch Budget Officer
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CORRECTIONS

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Nevada Department of Corrections requests authority to contract with Rudy Martinez, a current Supply Technician I with the Nevada Department of Corrections, to deliver packages to inmates.

Additional Information:

Nevada Department of Corrections (NDOC) currently has a revenue Master Service Agreement (MSA) with Keefe Group, LLC DBA Keefe Supply Company. This MSA contract is comprised of commissions earned on the Inmate Package Program. Each eligible inmate is allowed to order one clothing item and one food package per quarter or monthly if the inmate is in transitional housing. Total packages may not exceed $425 in value or $250 in value if the inmate is in transitional housing. The commissions are earned from the purchases made by inmates/family/friends from a special catalog for delivery to an inmate.

Due to safety and security within NDOC facilities, Keefe Group, LLC employs current NDOC staff to deliver the packages to inmates during off duty hours. Mr. Martinez is contracted to deliver packages on an as needed basis through September 30, 2019.

Statutory Authority:

NRS 333.705 (1)

REVIEWED: _____

ACTION ITEM: _____

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

Authorization to Contract with a Current Employee

Employee Information	
Employee Name:	Rudy Martinez
Employee ID Number:	40107
Job Title:	Supply Technician I
Current Employee Agency:	Nevada Department of Corrections - High Desert State Prison
Current Class and Grade:	2.836
Employment Dates:	10/22/2007 – Current
Contracting Agency:	Nevada Department of Corrections

Please check which of the following applies:

☐ Contract is with a current State employee (contractor) or a temporary employment agency providing a current employee. Please complete steps a-l below.

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

a. Summarize scope of contract work.

Title of Contracted Position is a Commissary Representative – Delivery Clerk. Delivery clerks deliver individually packaged orders to inmates at specified correctional facilities. Verify identity of inmates and obtain signature from inmate upon delivery of goods.

b. Document the employee's current job description.

See attached State of Nevada Work Performance Standards

c. Explain how this differs from current State duties.

Commissary Representative – Delivery Clerk is different from a Supply Technician perform the duties outlined in the series concept but the focus of the work at this level is complex item-specific purchasing for a range of supplies, equipment, materials, forms, parts and services on a regular basis. Incumbents work closely with the requesting party to clarify and develop item specifications; refer to catalogs or the Internet to locate specific items, evaluate terms of warranties, and identify acceptable substitutions; initiate informal bid process with local and out-of-state vendors in which they negotiate price, terms and delivery date; make final decisions regarding item and vendor based on price, quality and availability; and originate purchases using a credit card, purchase order or requisition within the agency's standard purchasing authority as described under S.A.M. Chapter 1500 and agency procedures. Additionally, Supply Technician I's frequently encounter problems in locating supply sources and must search beyond the local area for items. Purchases are based on requests received from authorized agency personnel or through review of stock.

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

After reviewing, this duty can be performed by a state employee, a Retail Storekeeper within the NDOC; however, at this time there is not a dedicated FTE assigned to this function. Moving forward an additional FTE is being pursued in the FY 20-21 budget.

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

No

f. List contractor's hourly rate.

The vendor pays the Delivery Clerk $5 per packaged delivered.

g. List the range of comparable State employee rates.

Not applicable

h. Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent.

Not applicable

i. Document justification for hiring contractor.

While the vendor must incur the cost of hiring off-duty custody or non-custody staff to deliver packages; NDOC is requesting an additional FTE in the SFY 20-21 budget. This request is to formalize the current relationship with the employee, vendor, and the State of Nevada.

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

No

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

Currently – September 30, 2019

l. Will the current employee be working FT/PT? If PT how many hours

Part-time depending on number of packages received at the facility.

Comments:

7/2/18

Contracting Agency Head's Signature and Date

6/28/18

Budget Analyst Signature and Date

7/13/18

Clerk of the Board of Examiners Signature and Date

Secondary Employment Disclosure
To Contract with a Current State Employee

Employee Name:	**Rudy Martinez**
Employee ID number:	**40107**
Name of Secondary Employer: (If self employed, enter the business name)	**Access Packages**
Address of Secondary Employer/Self Employment:	**55 Vista Blvd Suite 101 Sparks Nevada 89434**
Secondary Employer Phone Number:	**(775)355-7006**

Describe the nature of the work performed by the secondary employer or self employment business.	Delivering food And Clothing Packages to inmates at High Desert State Prison.
Might this activity require or induce you to disclose controlled information obtained as part of your job or impair your independence or ethics?	No
List the specific duties, functions, and activities that you personally will perform for the secondary employer or in the self-employment business.	Separate packages make a delivery list load trailers and cart of food and clothing packages for delivery
Document your work schedule with the secondary/self employment; how many and what hours weekly; what your State work schedule is; how many and what hours you will work weekly. Will this conflict with your State work hours?	I work Monday-Friday 7:00am -3:30pm for the state of Nevada. I deliver packages on Saturday Mornings which is normally 2-3 hours from 7:00am – 10:00 am I work 1-2 weekend a month This doesn't conflict with my state work schedule at all this is why I deliver them on Saturday.
If applicable, list provider agreements, brief scope of services, and associated State agencies.	n/a

Comments: My secondary Employment does not in any way interfere with my state employment. I deliver packages on my own time on weekend on my personal day off.

Employee statement

I certify that my outside employment does not present a conflict with my State employment. The employment may not be construed as an extension of my duties or responsibilities with the State. I will devote my full time, attention and effort to State employment during official duty hours and not to contractual obligations. If a potential conflict arises, I will notify my supervisor and agency head, within three business days. I agree to submit a new application for approval by July 1 of each year, or within 30 days of a change in outside employment status.

Employee's agency head shall check one of the following statements:

I have reviewed the information provided on this form and determined that this secondary employment **DOES NOT** present a real or potential conflict of interest to the State of Nevada.

I have reviewed the information provided on this form and determined that this secondary employment **DOES** present a real or potential conflict of interest to the State of Nevada.

Rudy Martinez 6/19/18

Employee's Signature and Date

Agency Head's Signature and Date 10/20/18

State of Nevada, Department of Administration, Purchasing Division

Agency Head's Signature & Date 7/2/18

DEPARTMENT OF PERSONNEL

EMPLOYEE WORK PERFORMANCE STANDARDS FORM

Supervisors are responsible for establishing the initial standards, but standards must be reviewed annually and amended when appropriate. The employee must be given an opportunity to comment when the standards are revised (NAC 284.468).

Employee Name: Last MARTINEZ First RUDOLPH Initial

Employee ID #: 40107

Class Title: Supply Technician I (2.836)

Date Standards Est/Rev: 4/18/2012

Department/Division: NDOC/SOUTHERN/HDSP WAREHOUSE

Agency # (3 digits): 440 **Home Org # (4 digits):** 3762 **Position Control #:** 0211

I have read and understand the work performance standards for this position. I understand these standards may be modified after discussion with my immediate supervisor and with the concurrence of the appointing authority.

Employee Signature: Rudolph Martinez **Date:** 4-23-12

Supervisor Title & Signature: Supply Tech II Thomas E. Bibby Jr. **Date:** 4-23-12

Reviewing Officer Title & Signature: Clinton Leach ASO II **Date:** 4/23/12

Appointing Authority Title & Signature: [signature] **Date:** 4.24.12

Job Elements (Defined as principal assignments, goals, responsibilities and/or related factors.)	*Weighted Value	Performance Standards
JOB ELEMENT #1: Purchasing • Procure a variety of supplies, i.e., services, food, parts, equipment. • Follow given monetary limits. • Use contracted vendors, the Internet, etc. to maintain stock levels. • Ensure compliance with applicable statutes, regulations, policies, etc.		**Exceeds Standards:** Order supplies for food/non-food items on a regular basis by following to department procedures. Does not spend more than institution's budget and always uses authorized/contracted vendors. **Meets Standards:** Placing order within deadlines and rarely going over the limit for purchasing supplies. **Does Not Meet Standards:** Constantly over spending and buying from unauthorized vendors.
JOB ELEMENT #2: Quality Control • Receive and inspect items to ensure correct delivery. • Determine the condition of items and quantity received. • Ensure the items meet order specifications. • Pack and return damaged goods and incorrect items. • Notify vendor of return status.		**Exceeds Standards:** Inspecting all deliveries thoroughly ensuring the quality of items and return damaged items to vendors for credit or exchange. **Meets Standards:** Only a few items found in unacceptable condition and requesting credit from vendors in a timely manner. **Does Not Meet Standards:** Frequently accepting damaged items and fails to request credit or replacement.
JOB ELEMENT #3: Storeroom Maintenance • Store office supplies, forms, food, equipment, janitorial supplies, etc., following appropriate methods for each item. • Rotate items as necessary. • Provide accessibility to supplies. • Maintain storeroom in a neat/orderly fashion.		**Exceeds Standards:** Keeps supply room in a neat order and fully stocked at all times. **Meets Standards:** Items easily accessible to obtain and keep supply room in a clean and safe environment. **Does Not Meet Standards:** Items are out of place and out-of-stock often.
JOB ELEMENT #4: Inventory • Maintain perpetual inventory. • Perform periodic physical inventory.		**Exceeds Standards:** Maintains adequate inventory records with minimal discrepancies. **Meets Standards:** Keeps inventories in order and corrects

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 13, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

From: Bridgette Garrison, Executive Branch Budget Officer
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CORRECTIONS

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Nevada Department of Corrections requests authority to contract with Bryan Nason, a current Locksmith I with the Nevada Department of Corrections, to deliver packages to inmates.

Additional Information:

Nevada Department of Corrections (NDOC) currently has a revenue Master Service Agreement (MSA) with Keefe Group, LLC DBA Keefe Supply Company. This MSA contract is comprised of commissions earned on the Inmate Package Program. Each eligible inmate is allowed to order one clothing item and one food package per quarter or monthly if the inmate is in transitional housing. Total packages may not exceed $425 in value or $250 in value if the inmate is in transitional housing. The commissions are earned from the purchases made by inmates/family/friends from a special catalog for delivery to an inmate.

Due to safety and security within NDOC facilities, Keefe Group, LLC employs current NDOC staff to deliver the packages to inmates during off duty hours. Mr. Nason is contracted to deliver packages on an as needed basis through September 30, 2019.

Statutory Authority:

NRS 333.705 (1)

REVIEWED: _____

ACTION ITEM: _____

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

Authorization to Contract with a Current Employee

Employee Information	
Employee Name:	Bryan Nason
Employee ID Number:	50109
Job Title:	Locksmith I
Current Employee Agency:	Nevada Department of Corrections – Southern Desert Correctional Center
Current Class and Grade:	9.431
Employment Dates:	9/4/2012 - Current
Contracting Agency:	Nevada Department of Corrections

Please check which of the following applies:

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

a. Summarize scope of contract work.

Title of Contracted Position is a Commissary Representative – Delivery Clerk. Delivery clerks deliver individually packaged orders to inmates at specified correctional facilities. Verify identity of inmates and obtain signature from inmate upon delivery of goods.

b. Document the employee's current job description.

See attached State of Nevada Work Performance Standards

c. Explain how this differs from current State duties.

Commissary Representative – Delivery Clerk is different from Locksmith II as they are **responsible for the maintenance of the entire master key system for a major facility**

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

After reviewing, this duty can be performed by a state employee, a Retail Storekeeper within the NDOC; however, at this time there is not a dedicated FTE assigned to this function. Moving forward an additional FTE is being pursued in the FY 20-21 budget.

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

No

f. List contractor's hourly rate.

The vendor pays the Delivery Clerk $5 per packaged delivered.

g. List the range of comparable State employee rates.

Not applicable

h. Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent.

Not applicable

i. Document justification for hiring contractor.

While the vendor must incur the cost of hiring off-duty custody or non-custody staff to deliver packages; NDOC is requesting an additional FTE in the SFY 20-21 budget. This request is to formalize the current relationship with the employee, vendor, and the State of Nevada.

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

No

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

Currently – September 30, 2019

l. Will the current employee be working FT/PT? If PT how many hours

Part-time depending on number of packages received at the facility.

Comments:

7/2/18

Contracting Agency Head's Signature and Date

Barbara Weinstein 6/28/18

Budget Analyst Signature and Date

Bridgette Davidson 7/13/18

Clerk of the Board of Examiners Signature and Date

Secondary Employment Disclosure
To Contract with a Current State Employee

Employee Name:	**Bryan Nason**
Employee ID number:	**50109**
Name of Secondary Employer: (If self employed, enter the business name)	**Access Securepak**
Address of Secondary Employer/Self Employment:	**55 Vista Blvd, Sparks, NV 89434**
Secondary Employer Phone Number:	**800-325-8998**

Describe the nature of the work performed by the secondary employer or self employment business.	Deliver food and/or clothing to inmates
Might this activity require or induce you to disclose controlled information obtained as part of your job or impair your independence or ethics?	No
List the specific duties, functions, and activities that you personally will perform for the secondary employer or in the self-employment business.	Sort boxes by unit. Load trailer with boxes. Drive to units and deliver boxes to inmates.
Document your work schedule with the secondary/self employment; how many and what hours weekly; what your State work schedule is; how many and what hours you will work weekly. Will this conflict with your State work hours?	Approximately five (5) hours per week / Usually Friday. 1400 to 1900. This will vary depending on how many boxes are to be delivered. Monday through Friday: 0630-1500 Only to the extent provided for in OP 756
If applicable, list provider agreements, brief scope of services, and associated State agencies.	N/A

Comments:

Employee statement

BN I certify that my outside employment does not present a conflict with my State employment. The employment may not be construed as an extension of my duties or responsibilities with the State. I will devote my full time, attention and effort to State employment during official duty hours and not to contractual obligations. If a potential conflict arises, I will notify my supervisor and agency head, within three business days. I agree to submit a new application for approval by July 1 of each year, or within 30 days of a change in outside employment status.

Employee's agency head shall check one of the following statements:

BN I have reviewed the information provided on this form and determined that this secondary employment **DOES NOT** present a real or potential conflict of interest to the State of Nevada.

____ I have reviewed the information provided on this form and determined that this secondary employment **DOES** present a real or potential conflict of interest to the State of Nevada.

Bryan Nason

Employee's Signature and Date

7/2/18

Agency Head's Signature and Date

DIVISION OF HUMAN RESOURCE MANAGEMENT

EMPLOYEE WORK PERFORMANCE STANDARDS FORM

Supervisors are responsible for establishing the initial standards, but standards must be reviewed annually and amended when appropriate. The employee must be given the opportunity to provide comment when the standards are revised (NAC 284.468).

Employee Name:	**Last**		**First**		**MI**		**Employee ID #**	
Class Title:	Locksmith II (9.431)						**Date Standards Est/Rev:**	
Department/Division:								
Agency # (3 digits):	440	**Home Org # (4 digits):**					**Position Control #:**	

I have read and understand the work performance standards for this position. I understand these standards may be modified after discussion with my immediate supervisor and with the concurrence of the appointing authority.

Employee Signature: **Date:**

Supervisor Title & Signature: **Date:**

Reviewing Officer Title & Signature: **Date:**

Appointing Authority Title & Signature: **Date:**

Job Elements (Defined as principal assignments, goals, responsibilities and/or related factors.)	***Weighted Value**	**Performance Standards**
Job Element #1: Lock Maintenance		
• Troubleshoot on site problems with locking devices. • Perform needed repairs. • Cut keys as needed. • Maintain all locking devices. • Adjust metal doors for proper operation.		
Job Element #2: Installation		
• Re-key/re-pin cylinders for installation of new locking devices. • Install locking devices for new construction.		
Job Element #3: Key Control		
• Keep a continuous inventory of initial key locations. • Document changes in location and key patterns. • Follow procedures/policies regarding security and key control. • Keys must be accounted for daily.		
Job Element #4: Preventative Maintenance		
• Complete routine preventative maintenance on all locking devices.		
Job Element #5: Parts/Material Ordering		
• Parts/materials must be ordered from the lowest priced vendors. • Three bids will be obtained when practical.		

Job Element #6: Equipment Documentation • Maintain information files for record keeping.		
Job Element #7: Inmate Supervision • Closely supervise all inmate help.		
Job Element #8: Tool Control • Manage and control many tools. • Tools may be requested as necessary. • All tool control procedures will be followed.		
Job Element #9: Call Outs • Respond to call outs as necessary.		
Job Element #10: Work Ethic • Ability to prioritize tasks, estimate time frames, meet deadlines, plan and use available resources and coordinate work assignments with others.		
Job Element #11: Customer Service and Communication • Provide quality and quantity of information and service to co-workers and external customers. • Answer telephones; greet customers; answer general questions; refer callers/visitors to appropriate personnel. • Maintain and project an approachable, open-minded attitude and respect confidentiality to ensure open, two-way communication.		
Job Element #12: Safety • Observe safe practices at all times. • Observe terms of safety of self, others, and care of Department property, equipment, and vehicles. • Follow Department accident reporting procedures.		
Job Element #13: Professionalism • Display a professional demeanor at all times when interacting with staff and inmates. • Be courteous and considerate. • Avoid critical and argumentative statements. • Observe the Chain-of-Command in all interactions and correspondence. • Cooperate with and maintain a good relationship with operations and program staff.		

*If a weighted value is not designated, each job element has an equal weight.

Distribution: Original to Agency; Copy to Employee; Copy to Supervisor

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 13, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

From: Bridgette Garrison, Executive Branch Budget Officer
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CORRECTIONS

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Nevada Department of Corrections requests authority to contract with Sandy Rose, a current Administrative Assistant II with the Nevada Department of Corrections, to deliver packages to inmates.

Additional Information:

Nevada Department of Corrections (NDOC) currently has a revenue Master Service Agreement (MSA) with Keefe Group, LLC DBA Keefe Supply Company. This MSA contract is comprised of commissions earned on the Inmate Package Program. Each eligible inmate is allowed to order one clothing item and one food package per quarter or monthly if the inmate is in transitional housing. Total packages may not exceed $425 in value or $250 in value if the inmate is in transitional housing. The commissions are earned from the purchases made by inmates/family/friends from a special catalog for delivery to an inmate.

Due to safety and security within NDOC facilities, Keefe Group, LLC employs current NDOC staff to deliver the packages to inmates during off duty hours. Ms. Rose is contracted to deliver packages on an as needed basis through September 30, 2019.

Statutory Authority:

NRS 333.705 (1)

REVIEWED: _____

ACTION ITEM: _____

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

Authorization to Contract with a Current Employee

Employee Information	
Employee Name:	Sandy Rose
Employee ID Number:	48542
Job Title:	Administrative Assistant II
Current Employee Agency:	Nevada Department of Corrections – Southern Desert Correctional Center
Current Class and Grade:	2.212
Employment Dates:	3/17/14 - Current
Contracting Agency:	Nevada Department of Corrections

Please check which of the following applies:

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

a. Summarize scope of contract work.

Title of Contracted Position is a Commissary Representative – Delivery Clerk. Delivery clerks deliver individually packaged orders to inmates at specified correctional facilities. Verify identity of inmates and obtain signature from inmate upon delivery of goods.

b. Document the employee's current job description.

See attached State of Nevada Work Performance Standards

c. Explain how this differs from current State duties.

Commissary Representative – Delivery Clerk is different from an Administrative Assistant II provide administrative and/or program support in an assigned program, section or division of an agency. Incumbents may serve in a generalist capacity and perform a variety of support duties, or they may perform program-specific duties.

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

After reviewing, this duty can be performed by a state employee, a Retail Storekeeper within the NDOC; however, at this time there is not a dedicated FTE assigned to this function. Moving forward an additional FTE is being pursued in the FY 20-21 budget.

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

No

f. List contractor's hourly rate.

The vendor pays the Delivery Clerk $5 per packaged delivered.

g. List the range of comparable State employee rates.

Not applicable

h. Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent.

Not applicable

i. Document justification for hiring contractor.

While the vendor must incur the cost of hiring off-duty custody or non-custody staff to deliver packages; NDOC is requesting an additional FTE in the SFY 20-21 budget. This request is to formalize the current relationship with the employee, vendor, and the State of Nevada.

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

No

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

Currently – September 30, 2019

l. Will the current employee be working FT/PT? If PT how many hours

Part-time depending on number of packages received at the facility.

Comments:

7/2/18

Contracting Agency Head's Signature and Date

6/28/18

Budget Analyst Signature and Date

7/13/18

Clerk of the Board of Examiners Signature and Date

Secondary Employment Disclosure
To Contract with a Current State Employee

Employee Name:	**Sandy Rose**
Employee ID number:	**48542**
Name of Secondary Employer: (If self employed, enter the business name)	**Access Securepak**
Address of Secondary Employer/Self Employment:	**55 Vista Blvd, Sparks, NV 89434**
Secondary Employer Phone Number:	**800-325-8998**

Describe the nature of the work performed by the secondary employer or self employment business.	Deliver food and/or clothing to inmates
Might this activity require or induce you to disclose controlled information obtained as part of your job or impair your independence or ethics?	No
List the specific duties, functions, and activities that you personally will perform for the secondary employer or in the self-employment business.	Sort boxes by unit. Load trailer with boxes. Drive to units and deliver boxes to inmates.
Document your work schedule with the secondary/self employment; how many and what hours weekly; what your State work schedule is; how many and what hours you will work weekly. Will this conflict with your State work hours?	Approximately five (5) hours per week / Usually Friday. 1400 to 1900. This will vary depending on how many boxes are to be delivered. Monday through Friday: 0700-1530 Only to the extent provided for in OP 756
If applicable, list provider agreements, brief scope of services, and associated State agencies.	N/A

Comments:

Employee statement

SR I certify that my outside employment does not present a conflict with my State employment. The employment may not be construed as an extension of my duties or responsibilities with the State. I will devote my full time, attention and effort to State employment during official duty hours and not to contractual obligations. If a potential conflict arises, I will notify my supervisor and agency head, within three business days. I agree to submit a new application for approval by July 1 of each year, or within 30 days of a change in outside employment status.

Employee's agency head shall check one of the following statements:

✓ I have reviewed the information provided on this form and determined that this secondary employment **DOES NOT** present a real or potential conflict of interest to the State of Nevada.

____ I have reviewed the information provided on this form and determined that this secondary employment **DOES** present a real or potential conflict of interest to the State of Nevada.

Sandy Rose 6/21/18

Employee's Signature and Date

7/2/18

Agency Head's Signature and Date

DIVISION OF HUMAN RESOURCE MANAGEMENT

EMPLOYEE WORK PERFORMANCE STANDARDS FORM

Supervisors are responsible for establishing the initial standards, but standards must be reviewed annually and amended when appropriate. The employee must be given the opportunity to provide comment when the standards are revised (NAC 284.468).

Employee Name:	**Last**	Rose	**First**	Sandra	**MI**	J	**Employee ID #**	48542
Class Title:	Administrative Assistant II (2.212)						**Date Standards Est/Rev:**	4/23/12
Department/Division:	Corrections/SDCC Corrections							
Agency # (3 digits):	440		**Home Org # (4 digits):**	3738			**Position Control #:**	002

I have read and understand the work performance standards for this position. I understand these standards may be modified after discussion with my immediate supervisor and with the concurrence of the appointing authority.

Employee Signature: Sandra Rose **Date:** 3/19/13

Supervisor Title & Signature: [signature] ISA II **Date:** 3-19-13

Reviewing Officer Title & Signature: Dean E. Williams **Date:** 3-20-13

Appointing Authority Title & Signature: Dean E. Williams **Date:** 3-20-13

Job Elements (Defined as principal assignments, goals, responsibilities and/or related factors.)	***Weighted Value**	**Performance Standards**
Job Element #1: Administrative Assistance • Obtain and verify information • Review, redistribute, & respond to mail, including email • Answer & Respond to telephone calls • Schedule appointments. • Copy, Fax, and Scan documents. • Maintain and apply knowledge of department procedures and regulations, and standard office practices. • Order and account for Administration office / printer / copier supplies as applicable • File and maintain records as needed • Maintain Confidential Departmental Forms & Records • Maintain copier, printer, and fax machine in copy room • Maintain shredding bins and communicate with the Warehouse to exchange full bins for empty bins as needed • Assist ASO II as needed • Schedule team meetings and record minutes • Process Authorization to Enter letters as needed		• Ensure that business office correspondence, mail, and email is checked daily, redistributed and applicable, and answered promptly and professionally • Review ASO's calendar daily • Demonstrate knowledge and ability to obtain and verify information to ongoing institutional matters. • Maintain skills needed to operate normal office equipment • Maintain office supplies and general appearance of the vault/supply area • Initiate routine repair of copy machine, large printer and fax machine in copy room • Collect and report monthly auditron (copier) readings, keep copier, printer, and fax stocked with paper as needed. Make minor repairs/adjustments to central administration copier/fax machines, and/or acts a liaison with vendor and initiates repairs as needed • Assign copier codes to employees. Adjust monthly-allotted copies as needed. • Answer AAII and ASO II phones in a clear, concise and professional manner • Organize and schedule appointments and special visits as needed or directed. • Maintain confidentiality forms • Processes normal business paperwork and as needed relative to normal job duties.

*If a weighted value is not designated, each job element has an equal weight.

Distribution: Original to Agency; Copy to Employee; Copy to Supervisor

Job Elements (Defined as principal assignments, goals, responsibilities and/or related factors.)	*Weighted Value	Performance Standards
		• Applies relevant procedures, regulations and standard office practices to assigned administrative tasks
Job Element #2: Correspondence/Reports • Process delegated paperwork via computer. • Culinary and Laundry Paperwork • MSDS Database • Update Desk Procedures as needed		• Prepares and disseminates normal and routine business documents and related paperwork using normal office equipment • Uses BETS to locate information and prepare reports as needed • Processes Laundry, Culinary and other business office memorandums as needed • Work with safety officer to ensure MSDS database is current • Author and keep up to date the AAII procedure manual
Job Element #3: Accounting Assistance • Distribute Store Requisitions (SRs) • Distribute brass slips • Utility Nevada Energy usage tracking • Fixed Asset inventory • Reconcile SR spreadsheets for 3725 Culinary reports • Input inmate clothing issues • Input Inmate Inventory Transfer info • Assist Accounting in following areas: ... Process and check for completeness of Inmate Brass Slips and mail to Inmate Services on Tuesday and Friday of each week. ... Process Inmate Payroll on the first of each month. ... Process monthly fuel report when obtained from SDCC Warehouse. ... Process quarterly (Oct, Jan, April, and Aug) copy machine usage		• Copy, distribute, and maintain SR's and associated records • Distribute and document brass slips given to case worker and officers as requested • Input Laundry inventory, Inmate Inventory Transfer info, SR's, auditron readings, and monthly culinary reports • Provide budget backup information • Document all data on Excel spreadsheets and/or computerized systems • Arrange and file processed brass slips for convenient access • Record, track, and monitor Nevada Energy utility usage for SDCC and ISCC-BC • Assist in the coordination and preparation of the annual fixed asset inventory reports • Prepare and distribute monthly Culinary reports • Reconcile, prepare, and distribute monthly Inventory Transfer reports • Submit copy machine usage for reimbursement by other budgets to Carson City Central Accounting.
Job Element #4: File/Records Maintenance • File as needed. (Maintain files and records?) • Process clerical accounting documents. • Serve as a back-up pay clerk (when trained) • Assist management in budget preparation. • Establish and maintain complex record keeping systems.		• Files documents and maintains associate business department records as needed. • Organizes and processes clerical accounting documents as needed. • Researches and gathers information needed by management for budget preparation will be done and as required. • Demonstrate knowledge and skill in establishing and maintaining record keeping systems including, but not limited to Institutional Procedures. • Account for institution fuel cards and maintain related activity records

Job Elements (Defined as principal assignments, goals, responsibilities and/or related factors.)	*Weighted Value	Performance Standards
Job Element #5: Attendance Records • Maintain attendance records • Complete reports as required. • Supervise inmate porters		• Maintains departmental attendance records applicable to ASO II • Completes associated attendance reports as required. • Keep track of inmate porter attendance and work credits on a daily, weekly, and monthly basis.
Job Element #6: Work Ethic / Professionalism • Ability to prioritize tasks, estimate time frames, meet deadlines, plan and use available resources and coordinate work assignments with others. • Display a professional demeanor at all times when interacting with staff and inmates. • Be courteous and considerate. • Avoid critical and argumentative statements. • Observe the Chain-of-Command in all interactions and correspondence. • Cooperate with and maintain a good relationship with operations and program staff.		• Maintains a moral and ethical work standard, displays an appropriate role-modeling behavior for fellow staff members and abides by all organizational standards, policies, procedures and guidelines. • Observes the chain-of-command • Maintains confidentiality of all information • Plans, prioritizes, and performs tasks in a timely and effective • Work cooperatively with other staff and assist others as needed. • Willingly participates as a member of the Business Office team to ensure essential duties are performed in team member's absences
Job Element #7: Customer Service and Communication • Provide quality and quantity of information and service to co-workers and external customers. • Answer telephones; greet customers; answer general questions; refer callers/visitors to appropriate personnel. • Maintain and project an approachable, open-minded attitude and respect confidentiality to ensure open, two-way communication.		• Maintain and ensure appropriate communications with clients, staff and other individuals when conducting department business. • Provide accurate, positive, professional, collaborative, and respectful interaction with all parties involved when conducting department business.

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 13, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

From: Bridgette Garrison, Executive Branch Budget Officer
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CORRECTIONS

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Nevada Department of Corrections requests authority to contract with Lashawn Smith, a current Correctional Caseworker Specialist III with the Nevada Department of Corrections, to deliver packages to inmates.

Additional Information:

Nevada Department of Corrections (NDOC) currently has a revenue Master Service Agreement (MSA) with Keefe Group, LLC DBA Keefe Supply Company. This MSA contract is comprised of commissions earned on the Inmate Package Program. Each eligible inmate is allowed to order one clothing item and one food package per quarter or monthly if the inmate is in transitional housing. Total packages may not exceed $425 in value or $250 in value if the inmate is in transitional housing. The commissions are earned from the purchases made by inmates/family/friends from a special catalog for delivery to an inmate.

Due to safety and security within NDOC facilities, Keefe Group, LLC employs current NDOC staff to deliver the packages to inmates during off duty hours. Ms. Smith is contracted to deliver packages on an as needed basis through September 30, 2019.

Statutory Authority:

NRS 333.705 (1)

REVIEWED: _____

ACTION ITEM: _____

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

Authorization to Contract with a Current Employee

Employee Information	
Employee Name:	Lashawn Smith
Employee ID Number:	31985
Job Title:	Correctional Caseworker Specialist III
Current Employee Agency:	Nevada Department of Corrections – Florence McClure Women's Correctional Center
Current Class and Grade:	12.565
Employment Dates:	9/12/2005 – Current
Contracting Agency:	Nevada Department of Corrections

Please check which of the following applies:

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

a. Summarize scope of contract work.

Title of Contracted Position is a Commissary Representative – Delivery Clerk. Delivery clerks deliver individually packaged orders to inmates at specified correctional facilities. Verify identity of inmates and obtain signature from inmate upon delivery of goods.

b. Document the employee's current job description.

See attached State of Nevada Work Performance Standards

c. Explain how this differs from current State duties.

Commissary Representative – Delivery Clerk is different from a Correctional Caseworker Specialist III as they supervise the activities of Correctional Casework Specialists in a major institution through the review of reports and forms submitted for the intake, classification, housing, work assignments, discipline and transfer of inmates. Incumbents coordinate caseload assignments and activities of casework specialists; ensure forms are completed accurately within established time frames and conform to established policies and procedures; evaluate individual performance and provide direction; and perform the duties of the Associate Warden of Programs in his/her absence.

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

After reviewing, this duty can be performed by a state employee, a Retail Storekeeper within the NDOC; however, at this time there is not a dedicated FTE assigned to this function. Moving forward an additional FTE is being pursued in the FY 20-21 budget.

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

No

f. List contractor's hourly rate.

The vendor pays the Delivery Clerk $5 per packaged delivered.

g. List the range of comparable State employee rates.

Not applicable

h. Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent.

Not applicable

i. Document justification for hiring contractor.

While the vendor must incur the cost of hiring off-duty custody or non-custody staff to deliver packages; NDOC is requesting an additional FTE in the SFY 20-21 budget. This request is to formalize the current relationship with the employee, vendor, and the State of Nevada.

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

No

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

Currently – September 30, 2019

l. Will the current employee be working FT/PT? If PT how many hours

Part-time depending on number of packages received at the facility.

Comments:

7/2/18

Contracting Agency Head's Signature and Date

6/28/18

Budget Analyst Signature and Date

7/13/18

Clerk of the Board of Examiners Signature and Date

Secondary Employment Disclosure
To Contract with a Current State Employee

Employee Name: LASHAWN SMITH

Employee ID number: 31985

Name of Secondary Employer: ACCESS SECURE PAK / KEEFE GROUP
(If self employed, enter the business name)

Address of Secondary Employer/Self Employment:

Secondary Employer Phone Number:

Describe the nature of the work performed by the secondary employer or self employment business.	Deliver ACCESS Packages to inmates in the units at FWMCC.
Might this activity require or induce you to disclose controlled information obtained as part of your job or impair your independence or ethics?	No
List the specific duties, functions, and activities that you personally will perform for the secondary employer or in the self-employment business.	Place inmates on call-out to deliver package, check inmate ID to ensure delivery to proper inmates, have inmates sign receipts for delivery, open packages in front of the inmates, submit discrepancies to ACCESS Customer service.
Document your work schedule with the secondary/self employment; how many and what hours weekly; what your State work schedule is; how many and what hours you will work weekly. Will this conflict with your State work hours?	Bi-weekly delivery: Thursday 5:00pm til complete; Friday 5:00pm til complete; or Saturday 7:30am til complete. NDOC work schedule: Mon – Fri 7:30am to 4:00pm This does not conflict with my NDOC schedule.
If applicable, list provider agreements, brief scope of services, and associated State agencies.	

Comments:

Employee statement

__X__ I certify that my outside employment does not present a conflict with my State employment. The employment may not be construed as an extension of my duties or responsibilities with the State. I will devote my full time, attention and effort to State employment during official duty hours and not to contractual obligations. If a potential conflict arises, I will notify my supervisor and agency head, within three business days. I agree to submit a new application for approval by July 1 of each year, or within 30 days of a change in outside employment status.

Employee's agency head shall check one of the following statements:

__X__ I have reviewed the information provided on this form and determined that this secondary employment **DOES NOT** present a real or potential conflict of interest to the State of Nevada.

____ I have reviewed the information provided on this form and determined that this secondary employment **DOES** present a real or potential conflict of interest to the State of Nevada.

LaShawn Smith 06/20/18
Employee's Signature and Date

[illegible] 6-22-18
Agency Head's Signature and Date

Agency Head's Signature + Date 7/2/18

State of Nevada, Department of Administration, Purchasing Division

DIVISION OF HUMAN RESOURCE MANAGEMENT

EMPLOYEE WORK PERFORMANCE STANDARDS FORM

Supervisors are responsible for establishing the initial standards, but standards must be reviewed annually and amended when appropriate. The employee must be given the opportunity to provide comment when the standards are revised (NAC 284.468).

Employee Name:	**Last**		**First**		**MI**	**Employee ID #**	
Class Title:	Correctional Caseworker Specialist III (12.565)					**Date Standards Est/Rev:**	
Department/Division:							
Agency # (3 digits):	440	**Home Org # (4 digits):**				**Position Control #:**	

I have read and understand the work performance standards for this position. I understand these standards may be modified after discussion with my immediate supervisor and with the concurrence of the appointing authority.

Employee Signature: **Date:**

Supervisor Title & Signature: **Date:**

Reviewing Officer Title & Signature: **Date:**

Appointing Authority Title & Signature: **Date:**

Job Elements (Defined as principal assignments, goals, responsibilities and/or related factors.)	***Weighted Value**	**Performance Standards**
Job Element #1: Classification Reviews		
• Conduct routine casework assignments within established time frames. • Determine the need for reclassification of individual inmates. • Analyze case factors which contribute to classification decisions, i.e., changes in legal status, decisions in parole authority, etc. • Make determinations based on the applications of laws, rules and regulations. • Compare inmate status against classification criteria. • Explain, interpret and advise inmates on decisions which are based on NRS's, court case law, AR's and institutional/facility procedures.		
Job Element #2: Staff Supervision		
• Supervise the activities of the Correctional Caseworker Specialists I and II under the direction of the Associate Warden of Programs. • Review reports and forms submitted for the intake, classification, housing, work assignments, discipline and transfer of inmates. • Coordinate caseload assignments and activities of casework specialists.		

Job Element #3: Disciplinary Service Officer		
• Serve as a member of the facility's Disciplinary Committee. • Hear cases regarding inmate violations of institutional and work release rules involving general or major infractions. • Review inmate case files, investigative reports and statements from witnesses, evidence and inmate testimony. • Submit disciplinary sanctions to the Associate Warden of Programs for review/approval. • Make determinations as to the guilt of the inmate and severity of the violation.		
Job Element #4: Committee Involvement		
• Serve as a member of the Institutions/Facilities Classification Committee involving the classification of inmates. • Present and explain data regarding inmates on assigned caseload and participate in the classification process. • Submit committee actions to the Associate Warden of Programs.		
Job Element #5: Progress Reports		
• Prepare parole progress reports regarding inmate history and activity prior to and during the incarceration period. • Provide information as to the inmate's criminal history, legal status, progress in the service of sentence, etc. • Represent the department at Parole Board hearings.		
Job Element #6: Inmate Management		
• Assist inmates in obtaining work assignments during incarceration. • Assess their ability to perform various tasks based on medical records, inmate file history, etc. • Make job assignment recommendations to the Classification Committee. • Observe and revaluate work performance and ensure that work time credits are properly received and documented. • Handle inquiries concerning sentence structure and credits of inmates. • Obtain information regarding inmate work status by reviewing work history reports, institutional files, work time forfeitures/credits and applicable laws involving parole and discharge eligibility. • Monitor the status of assigned inmate custody level on a daily basis by reviewing movement sheets to determine if any housing changes, disciplinary/protective custody actions have been taken, etc. • Review incident reports, interview inmates and document findings in inmate files. • Ensure that inmates receive due process and assistance.		

• Provide guidance to inmates regarding institutional rules, appropriate behavior, program opportunities, medical/psychological needs, etc. • Encourage behavior modification and performance expectations within the institution.		
Job Element #7: Legal Responsibilities		
• Respond to legal matters involving inmates. • Answer inquiries from the Attorney General's office/other agencies involving small claims, civil suits and/or criminal prosecution. • Conduct research to develop written responses. • Draft correspondence for Prison Administrators related to inmate concerns or institutional programs or policies.		
Job Element #8: Inmate Grievances		
• Process inmate grievances by reviewing administrative remedy forms. • Maintain a logbook and assign case numbers to grievances and forward to appropriate party. • Prepare written response to inmates and attempt to resolve grievances. • Forward unresolved grievances to supervisor.		
Job Element #9: Work Ethic		
• Ability to prioritize tasks, estimate time frames, meet deadlines, plan and use available resources and coordinate work assignments with others.		
Job Element #10: Customer Service and Communication		
• Provide quality and quantity of information and service to co-workers and external customers. • Answer telephones; greet customers; answer general questions; refer callers/visitors to personnel. • Maintain and project an approachable, open-minded attitude and respect confidentiality to ensure open, two-way communication.		
Job Element #11: Safety		
• Observe safe practices at all times. • Observe terms of safety of self, others, and care of Department property, equipment, and vehicles. • Follow Department accident reporting procedures.		
Job Element #12: Professionalism		
• Display a professional demeanor at all times. Be courteous and considerate. • Avoid critical and argumentative statements. • Observe the Chain-of-Command in all interactions and correspondence. • Cooperate with and maintain a good relationship with operations and program staff.		

*If a weighted value is not designated, each job element has an equal weight.

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 13, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

From: Bridgette Garrison, Executive Branch Budget Officer
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CORRECTIONS

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Nevada Department of Corrections requests authority to contract with Beverly Stewart, a current Accounting Assistant II with the Nevada Department of Corrections, to deliver packages to inmates.

Additional Information:

Nevada Department of Corrections (NDOC) currently has a revenue Master Service Agreement (MSA) with Keefe Group, LLC DBA Keefe Supply Company. This MSA contract is comprised of commissions earned on the Inmate Package Program. Each eligible inmate is allowed to order one clothing item and one food package per quarter or monthly if the inmate is in transitional housing. Total packages may not exceed $425 in value or $250 in value if the inmate is in transitional housing. The commissions are earned from the purchases made by inmates/family/friends from a special catalog for delivery to an inmate.

Due to safety and security within NDOC facilities, Keefe Group, LLC employs current NDOC staff to deliver the packages to inmates during off duty hours. Ms. Stewart is contracted to deliver packages on an as needed basis through September 30, 2019.

Statutory Authority:

NRS 333.705 (1)

REVIEWED: _____

ACTION ITEM: _____

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

Authorization to Contract with a Current Employee

Employee Information	
Employee Name:	Beverly Stewart
Employee ID Number:	29502
Job Title:	Accounting Assistant II
Current Employee Agency:	Nevada Department of Corrections - Southern Desert Correctional Center
Current Class and Grade:	2.301
Employment Dates:	11/17/2003 - Current
Contracting Agency:	Nevada Department of Corrections

Please check which of the following applies:

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

a. Summarize scope of contract work.

Title of Contracted Position is a Commissary Representative – Delivery Clerk. Delivery clerks deliver individually packaged orders to inmates at specified correctional facilities. Verify identity of inmates and obtain signature from inmate upon delivery of goods.

b. Document the employee's current job description.

See attached State of Nevada Work Performance Standards

c. Explain how this differs from current State duties.

Commissary Representative – Delivery Clerk is different from a Accounting Assistant II perform a variety of clerical accounting work; maintain records and track balances for diverse general ledger groups and/or categories; prepare a wide variety of accounts payable and receivable documents; and assign accounting codes in compliance with complex rules, regulations and procedures which may include contractual and grant limitations.

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

After reviewing, this duty can be performed by a state employee, a Retail Storekeeper within the NDOC; however, at this time there is not a dedicated FTE assigned to this function. Moving forward an additional FTE is being pursued in the FY 20-21 budget.

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

No

f. List contractor's hourly rate.

The vendor pays the Delivery Clerk $5 per packaged delivered.

g. List the range of comparable State employee rates.

Not applicable

h. Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent.

Not applicable

i. Document justification for hiring contractor.

While the vendor must incur the cost of hiring off-duty custody or non-custody staff to deliver packages; NDOC is requesting an additional FTE in the SFY 20-21 budget. This request is to formalize the current relationship with the employee, vendor, and the State of Nevada.

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

No

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

Currently – September 30, 2019

l. Will the current employee be working FT/PT? If PT how many hours

Part-time depending on number of packages received at the facility.

Comments:

7/2/18

Contracting Agency Head's Signature and Date

Barbara Wenzlau 6/28/18

Budget Analyst Signature and Date

7/13/18

Clerk of the Board of Examiners Signature and Date

Secondary Employment Disclosure
To Contract with a Current State Employee

Employee Name:	**Beverly Stewart**
Employee ID number:	**29502**
Name of Secondary Employer: (If self employed, enter the business name)	**Access Securepak**
Address of Secondary Employer/Self Employment:	**55 Vista Blvd, Sparks, NV 89434**
Secondary Employer Phone Number:	**800-325-8998**

Describe the nature of the work performed by the secondary employer or self employment business.	Deliver food and/or clothing to inmates
Might this activity require or induce you to disclose controlled information obtained as part of your job or impair your independence or ethics?	No
List the specific duties, functions, and activities that you personally will perform for the secondary employer or in the self-employment business.	Sort boxes by unit. Load trailer with boxes. Drive to units and deliver boxes to inmates.
Document your work schedule with the secondary/self employment; how many and what hours weekly; what your State work schedule is; how many and what hours you will work weekly. Will this conflict with your State work hours?	Approximately five (5) hours per week / Usually Friday. 1400 to 1900. This will vary depending on how many boxes are to be delivered. Monday through Friday: 0700-1530 Only to the extent provided for in OP 756
If applicable, list provider agreements, brief scope of services, and associated State agencies.	N/A

Comments:

Employee statement

BS I certify that my outside employment does not present a conflict with my State employment. The employment may not be construed as an extension of my duties or responsibilities with the State. I will devote my full time, attention and effort to State employment during official duty hours and not to contractual obligations. If a potential conflict arises, I will notify my supervisor and agency head, within three business days. I agree to submit a new application for approval by July 1 of each year, or within 30 days of a change in outside employment status.

Employee's agency head shall check one of the following statements:

✓ I have reviewed the information provided on this form and determined that this secondary employment **DOES NOT** present a real or potential conflict of interest to the State of Nevada.

____ I have reviewed the information provided on this form and determined that this secondary employment **DOES** present a real or potential conflict of interest to the State of Nevada.

Beverly Stewart 6/21/18

Employee's Signature and Date

7/2/18

Agency Head's Signature and Date

DIVISION OF HUMAN RESOURCE MANAGEMENT

EMPLOYEE WORK PERFORMANCE STANDARDS FORM

Supervisors are responsible for establishing the initial standards, but standards must be reviewed annually and amended when appropriate. The employee must be given the opportunity to provide comment when the standards are revised (NAC 284.468).

Employee Name:	**Last**	Stewart	**First**	Beverly	**MI**	C	**Employee ID #**	29502
Class Title:	Accounting Assistant III (2 301)						**Date Standards Est/Rev:**	10/10/10
Department/Division:	Corrections/SDCC Corrections							
Agency # (3 digits):	440		**Home Org # (4 digits):**	3738			**Position Control #:**	0154

I have read and understand the work performance standards for this position. I understand these standards may be modified after discussion with my immediate supervisor and with the concurrence of the appointing authority.

Employee Signature: Beverly Stewart **Date:** 3/28/13

Supervisor Title & Signature: [signature] **Date:** 3-28-13

Reviewing Officer Title & Signature: Brian E. Williams **Date:** 4-2-13

Appointing Authority Title & Signature: Brian E. Williams **Date:** 4-2-13

Job Elements (Defined as principal assignments, goals, responsibilities and/or related factors.)	*Weighted Value	Performance Standards
Job Element #1: Accounting/Budget Support • Provide support to higher-level accounting/budget staff. • Extract and gather information from a variety of sources • Provide detailed supporting documentation for grant reports, work programs, etc. • Compile and consolidate information related to agency operation. • Create spreadsheets. • Conduct various accounting and general operations type audits		• Daily monitoring of inventory records to ensure correct items and quantities pulled for upcoming meal and culinary supply needs for non-food items • Reconcile budget accounts and resolve problems. • Identify and analyze discrepancies. in budget accounts • Conduct random audits of accounting and operations activities, such as warehouse inventory, as assigned
Job Element #2: Payroll Duties • Perform complex payroll duties involving the preparation, review, and distribution of payroll. • Work closely with NDOC Payroll Department personnel to resolve discrepancies or disputes • Prepare custody coverage sheets as required *(The following was #3)* • Ensure checks are distributed appropriately. • Assist employees with questions regarding pay checks and calculations • Distribute W2's yearly, and maintain a tracking system for the purpose of identifying when and		• Review, verify and edit documentation, as necessary, for; 1. Overtime. 2. Callback. 3. Shift Differential. 4. Standby Pay. 5. Hand-typed check requests. 6. Special Pay. • Ensure that checks are in gatehouse by the afternoon on the day preceding payday and that staff is aware that

*If a weighted value is not designated, each job element has an equal weight.

Distribution: Original to Agency; Copy to Employee; Copy to Supervisor

Job Elements (Defined as principal assignments, goals, responsibilities and/or related factors)	*Weighted Value	Performance Standards
where W2's are sent • Reconcile timesheet entries to the Data warehouse • Follow established audit procedures to reconcile balance of hours on timesheets to IFS warehouse report period. • Check NEATS roster for duplicate timesheets and correct as necessary • Identify exceptions, and discuss discrepancies with employee/supervisor. and reject timesheets as applicable • Enter Advantage IFS/HR system timesheets for assigned budgets. • Track FMLA, Workers Compensation, and Catastrophic Leave of affected employees to provide proper coding instructions to supervisors. • Track Military Leave usage (15 calendar days per year). Over usage will create an overpayment.		checks are not to be distributed early, and mail paychecks for employees on administrative leave.
Job Element #3: Clientele Support (Customer Service and Communication) • Answer inquiries and correspondence on budget and account related matters. • Interpret and explain policies, procedures and guidelines. • Interpret the applicability of regulations, and policies when gaps in specificity exist. • Provide quality and quantity of information and service to co-workers and external customers. • Maintain and project an approachable, open-minded attitude and respect confidentiality to ensure open, two-way communication.		• Performs each job element in an acceptable and proper manner.
Job Element #4: Staff Supervision/Support (Accounting) • Supervise lower-level clerical and administrative support staff as assigned. • Review and reconcile work performed by others • Provide technical assistance to staff • Resolve problems including reviewing and correcting errors • Conduct periodic audits of related Business operations and warehouse inventories, and report results		• Performs each job element in an acceptable and proper manner.
Job Element #5: Staff Support (Admin/Business Office) • Learn and perfume essential ASO II duties • Teach essential Accounting Assistance III duties to Accounting Assistant I.		• Performs each job element in an acceptable and proper manner.

Job Elements (Defined as principal assignments, goals, responsibilities and or related factors.)	*Weighted Value	Performance Standards
Job Element #6: Work Ethic • Ability to prioritize tasks, estimate time frames, meet deadlines, plan and use available resources and coordinate work assignments with others.		• Performs each job element in an acceptable and proper manner.
Job Element #7: Customer Service and Communication • Interpret and explain policies, procedures, and guidelines. • Provide quality and quantity of information and service to co-workers and external customers. • Maintain and project an approachable, open-minded attitude and respect confidentiality to ensure open, two-way communication.		• Performs each job element in an acceptable and proper manner.
Job Element #8: Professionalism • Display a professional demeanor at all times when interacting with staff and inmates. • Be courteous and considerate. • Avoid critical and argumentative statements. • Observe the Chain-of-Command in all interactions and correspondence. • Cooperate with and maintain a good relationship with operations and program staff		• Performs each job element in an acceptable and proper manner.

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 13, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

From: Bridgette Garrison, Executive Branch Budget Officer
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CORRECTIONS

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Nevada Department of Corrections requests authority to contract with Michael Thalman, a current Correctional Sergeant with the Nevada Department of Corrections, to deliver packages to inmates.

Additional Information:

Nevada Department of Corrections (NDOC) currently has a revenue Master Service Agreement (MSA) with Keefe Group, LLC DBA Keefe Supply Company. This MSA contract is comprised of commissions earned on the Inmate Package Program. Each eligible inmate is allowed to order one clothing item and one food package per quarter or monthly if the inmate is in transitional housing. Total packages may not exceed $425 in value or $250 in value if the inmate is in transitional housing. The commissions are earned from the purchases made by inmates/family/friends from a special catalog for delivery to an inmate.

Due to safety and security within NDOC facilities, Keefe Group, LLC employs current NDOC staff to deliver the packages to inmates during off duty hours. Mr. Thalman is contracted to deliver packages on an as needed basis through September 30, 2019.

Statutory Authority:

NRS 333.705 (1)

REVIEWED: _____

ACTION ITEM: _____

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

Authorization to Contract with a Current Employee

Employee Information	
Employee Name:	Michael Thalman
Employee ID Number:	30172
Job Title:	Correctional Sergeant
Current Employee Agency:	Nevada Department of Corrections - Northern Nevada Transitional Housing
Current Class and Grade:	13.311
Employment Dates:	2/9/2004 - Current
Contracting Agency:	Nevada Department of Corrections

Please check which of the following applies:

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

a. Summarize scope of contract work.

Title of Contracted Position is a Commissary Representative – Delivery Clerk. Delivery clerks deliver individually packaged orders to inmates at specified correctional facilities. Verify identity of inmates and obtain signature from inmate upon delivery of goods.

b. Document the employee's current job description.

See attached State of Nevada Work Performance Standards

c. Explain how this differs from current State duties.

Commissary Representative – Delivery Clerk is different from a Correctional Sergeant work in a line supervisory capacity and have charge of an assigned watch or major area in a State correctional institution/facility and supervise the work of subordinate officers in the safe custody, discipline and welfare of inmates in State correctional facilities in a controlled humane environment.

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

After reviewing, this duty can be performed by a state employee, a Retail Storekeeper within the NDOC; however, at this time there is not a dedicated FTE assigned to this function. Moving forward an additional FTE is being pursued in the FY 20-21 budget.

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

No

f. List contractor's hourly rate.

The vendor pays the Delivery Clerk $5 per packaged delivered.

g. List the range of comparable State employee rates.

Not applicable

h. Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent.

Not applicable

i. Document justification for hiring contractor.

While the vendor must incur the cost of hiring off-duty custody or non-custody staff to deliver packages; NDOC is requesting an additional FTE in the SFY 20-21 budget. This request is to formalize the current relationship with the employee, vendor, and the State of Nevada.

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

No

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

Currently – September 30, 2019

l. Will the current employee be working FT/PT? If PT how many hours

Part-time depending on number of packages received at the facility.

Comments:

7/2/18

Contracting Agency Head's Signature and Date

6/28/18

Budget Analyst Signature and Date

7/13/18

Clerk of the Board of Examiners Signature and Date

Secondary Employment Disclosure
To Contract with a Current State Employee

Employee Name:	Michael Thalman
Employee ID number:	30172
Name of Secondary Employer: (If self employed, enter the business name)	Access / Keefe
Address of Secondary Employer/Self Employment:	55 Vista Blvd. #101 Sparks, NV 89434
Secondary Employer Phone Number:	(775) 604-7303

Describe the nature of the work performed by the secondary employer or self employment business.	Issue packages to inmates.
Might this activity require or induce you to disclose controlled information obtained as part of your job or impair your independence or ethics?	No
List the specific duties, functions, and activities that you personally will perform for the secondary employer or in the self-employment business.	Issue packages to inmates.
Document your work schedule with the secondary/self employment; how many and what hours weekly; what your State work schedule is; how many and what hours you will work weekly. Will this conflict with your State work hours?	1230P to 1235P once a week. 5 minutes a week. No conflict MWTH=5m/Thurs 1P-9P
If applicable, list provider agreements, brief scope of services, and associated State agencies.	NA

Comments:

Employee statement

MT I certify that my outside employment does not present a conflict with my State employment. The employment may not be construed as an extension of my duties or responsibilities with the State. I will devote my full time, attention and effort to State employment during official duty hours and not to contractual obligations. If a potential conflict arises, I will notify my supervisor and agency head, within three business days. I agree to submit a new application for approval by July 1 of each year, or within 30 days of a change in outside employment status.

Employee's agency head shall check one of the following statements:

✓ I have reviewed the information provided on this form and determined that this secondary employment **DOES NOT** present a real or potential conflict of interest to the State of Nevada.

___ I have reviewed the information provided on this form and determined that this secondary employment **DOES** present a real or potential conflict of interest to the State of Nevada.

6-15-2018

Employee's Signature and Date

7/2/18

Agency Head's Signature and Date

DIVISION OF HUMAN RESOURCE MANAGEMENT

EMPLOYEE WORK PERFORMANCE STANDARDS FORM

Supervisors are responsible for establishing the initial standards, but standards must be reviewed annually and amended when appropriate. The employee must be given the opportunity to provide comment when the standards are revised (NAC 284.468).

Employee Name:	**Last**		**First**		**MI**		**Employee ID #**	
Class Title:	Correctional Sergeant (13.311)						**Date Standards Est/Rev:**	11/11
Department/Division:								
Agency # (3 digits):	440		**Home Org # (4 digits):**				**Position Control #:**	

I have read and understand the work performance standards for this position. I understand these standards may be modified after discussion with my immediate supervisor and with the concurrence of the appointing authority.

Employee Signature: **Date:**

Supervisor Title & Signature: **Date:**

Reviewing Officer Title & Signature: **Date:**

Appointing Authority Title & Signature: **Date:**

Job Elements (Defined as principal assignments, goals, responsibilities and/or related factors.)	***Weighted Value**	**Performance Standards**
Job Element #1: Shift/Employee Management • Verify attendance for sufficient staffing. • Authorize/recommend overtime. • Supervise/evaluate staff performance. • Provide appropriate training for staff. • Resolve formal/informal grievances. • Actively participate in employee related activities to include professional growth, misconduct and disciplinary actions. This includes training, counseling; referring to EAP, letters of instructions, written reprimands, and specificity of charges.		Maintain appropriate staffing levels, authorize or recommend overtime - no more than two minor violations in a 12-month period. Supervise & evaluate subordinate staff performance ensuring employee evaluations are completed in a timely manner, ensures employee attendance records are accurate and correspond with timesheets - no more than two minor discrepancies in a 12-month period. Provide training, resolve grievances, counsel staff, and actively participate in the progressive disciplinary process - no more than two minor discrepancies in a 12-month period.
Job Element #2: Security Supervision • Supervise/enforce security policies and procedures. • Inspect institutions/grounds for breaches of security and damage. • Search inmates, institutions and work areas for contraband, etc.		Security supervision and enforcement of security policies and procedures, inspections for security breaches, search of inmates and work areas for contraband and proper reporting of such - no more than one minor violation per quarter.
Job Element #3: Safety Supervision • Report or correct security, safety and sanitation infractions. • Conduct special/routine inmate counts. • Control inmate activity and movement in facilities or housing. • Ensure compliance with security procedures.		Maintains safety supervision ensuring safe and secure operation of the institution including inmate counts, inmate movement, and compliance with security procedures and proper reporting of any discrepancies - no more than one minor violation per quarter.

Job Element #4: Investigate/Review Reports • Review inmate misconduct reports. • Review staff incident reports. • Conduct investigations as assigned by the appointing authority		Reviews inmate misconduct reports and staff incident reports taking needed corrective action and distributing the information via the Chain-of-Command - no more than one minor violation per quarters. Conduct investigations as assigned by appointing authority in a timely manner
Job Element #5: Incident Control • Place inmates in a segregated area due to major misconduct or need for protection. • Serve as incident commander in emergency situations.		Places inmates in segregation if they are threat to themselves or the security of the institution - no exceptions. Serves as incident commander in emergencies and has a working knowledge of the Emergency Response Manual - no more than one minor violation per quarter.
Job Element #6: Disciplinary Officer • Assist in determining the level of custody and disciplinary actions taken against inmates. • Conduct investigations as assigned by the appointing authority		Perform the duties of Disciplinary Officer in accordance with DOC regulations and procedures - no exceptions. Conduct investigations as assigned by appointing authority in a timely manner.
Job Element #7: Transportation • Plan/coordinate staff for inmate transportation. • Prioritize scheduled transportation appointments.		Coordinate staffing for inmate transportation ensuring proper coverage, recognizing DOC requirements for transportation and proper prioritizing for scheduled and emergency transportation - no exceptions.
Job Element #8: Mail Supervision • Supervise incoming/outgoing inmate mail for contraband. • Review inventory documents for inmate packages.		*When assigned:* • Supervise inmate incoming and outgoing mail per DOC regulations and procedures - one minor violation per quarter. • Review inventory documents for inmate packages per DOC regulations and procedures - one minor violation per quarter.
Job Element #9: Inmate File Management • Review inmate files and assignments for appropriate ethnic, racial and medical constraints.		When appropriate, review inmate files and assignments for any ethnic, racial or medical constraints - no exceptions.
Job Element #10: Customer Service and Communication • Provide quality and quantity of information and service to co-workers and external customers. • Answer telephones; greet customers; answer general questions; refer callers/visitors to appropriate personnel. • Maintain and project an approachable, open-minded attitude and respect confidentiality to ensure open, two-way communication.		Provides clear, concise information to staff and general public and maintains professional demeanor on telephone - no more than 4 minor discrepancies in a 12 month period. Is approachable, open and respectful to encourage two-way communication - no more than two minor discrepancies in a 12-month period.
Job Element #11: Work Ethic • Ability to prioritize tasks, estimate time frames, meet deadlines, plan and use available resources and coordinate work assignments with others.		Appropriately prioritizes tasks and work assignments - no more than two minor discrepancies in a 12-month period. Notifies supervisors of any problems - no exceptions.

Job Element #12: Safety • Observe safe practices at all times. • Observe terms of safety of self, others, and care of Department property, equipment, and vehicles. • Follow Department accident reporting procedures.		Maintains safe practices in assigned duties and in the care of Departmental equipment and vehicles - no more than 2 minor discrepancies in a 12-month period. All accidents will be reported per procedure - no exceptions.
Job Element #13: Professionalism • Display a professional demeanor at all times when interacting with staff and inmates. • Be courteous and considerate. • Avoid critical and argumentative statements. • Observe the Chain-of-Command in all interactions and correspondence. • Cooperate with and maintain a good relationship with operations and program staff.		Maintains professional demeanor with staff and inmates in compliance with DOC Code-of-Ethics - no more than two minor negative incidents in a 12-month period. Is courteous and considerate not using critical or argumentative statements - no exceptions. Follows the Chain-of Command - no more than two minor violations in a 12-month period. Cooperates with operations and program staff - no more than two minor negative incidents in a 12-month period.
Job Element #14: Key Control • Maintain a proficient knowledge of institutional and departmental procedures concerning key control. • Be proficient in the use, storage and exchange of keys. • Report lost or damaged keys.		Proficient in DOC policies and procedures for key control reviewing any changes in such - no exception. Proficient in use, storage and exchange of keys - no exceptions. Report lost or damaged keys immediately - no exceptions.
Job Element #15: Tool Control • Maintain a proficient knowledge of institutional and departmental procedures concerning tool control. • Report lost or damaged tools.		Proficient in DOC policies and procedures for toll control reviewing any changes in such - no exceptions. Report lost or damaged tools immediately - no exceptions.
Job Element #16: Security Control • Be proficient in the use of firearms. • Maintain equipment for use in emergencies. • Proficient in the use, care and maintenance of security equipment. • Proficient in the use of door and key controls.		Maintain successful firearms qualifications - no exceptions. Maintains emergency equipment and is proficient in use and care of security equipment - no exceptions. Proficient in use of door and key controls - no exceptions.
Job Element #17: Vehicles • Operate vehicles in a safe, legal and proficient manner. • Provide vehicle maintenance.		Operates vehicles in a safe, legal and proficient manner - no exceptions. Reports maintenance needs to proper source - no more than two minor discrepancies in a 12-month period.

*If a weighted value is not designated, each job element has an equal weight.

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 13, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

From: Bridgette Garrison, Executive Branch Budget Officer
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CORRECTIONS

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Nevada Department of Corrections requests authority to contract with Duane Wilson, a current Food Services Manager II with the Nevada Department of Corrections, to deliver packages to inmates.

Additional Information:

Nevada Department of Corrections (NDOC) currently has a revenue Master Service Agreement (MSA) with Keefe Group, LLC DBA Keefe Supply Company. This MSA contract is comprised of commissions earned on the Inmate Package Program. Each eligible inmate is allowed to order one clothing item and one food package per quarter or monthly if the inmate is in transitional housing. Total packages may not exceed $425 in value or $250 in value if the inmate is in transitional housing. The commissions are earned from the purchases made by inmates/family/friends from a special catalog for delivery to an inmate.

Due to safety and security within NDOC facilities, Keefe Group, LLC employs current NDOC staff to deliver the packages to inmates during off duty hours. Mr. Wilson is contracted to deliver packages on an as needed basis through September 30, 2019.

Statutory Authority:

NRS 333.705 (1)

REVIEWED: _____

ACTION ITEM: _____

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

Authorization to Contract with a Current Employee

Employee Information	
Employee Name:	Duane Wilson
Employee ID Number:	27944
Job Title:	Food Services Manager II
Current Employee Agency:	Nevada Department of Corrections - High Desert State Prison
Current Class and Grade:	3.108
Employment Dates:	2/24/2003 - Current
Contracting Agency:	Nevada Department of Corrections

Please check which of the following applies:

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

a. Summarize scope of contract work.

Title of Contracted Position is a Commissary Representative – Delivery Clerk. Delivery clerks deliver individually packaged orders to inmates at specified correctional facilities. Verify identity of inmates and obtain signature from inmate upon delivery of goods.

b. Document the employee's current job description.

See attached State of Nevada Work Performance Standards

c. Explain how this differs from current State duties.

Commissary Representative – Delivery Clerk is different from a Food Service Manager plan, organize and supervise the quantity ordering, receiving, storage, preparation, and service of food in a correctional, residential, instructional or similar setting.

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

After reviewing, this duty can be performed by a state employee, a Retail Storekeeper within the NDOC; however, at this time there is not a dedicated FTE assigned to this function. Moving forward an additional FTE is being pursued in the FY 20-21 budget.

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

No

f. List contractor's hourly rate.

The vendor pays the Delivery Clerk $5 per packaged delivered.

g. List the range of comparable State employee rates.

Not applicable

h. Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent.

Not applicable

i. Document justification for hiring contractor.

While the vendor must incur the cost of hiring off-duty custody or non-custody staff to deliver packages; NDOC is requesting an additional FTE in the SFY 20-21 budget. This request is to formalize the current relationship with the employee, vendor, and the State of Nevada.

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

No

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

Currently – September 30, 2019

l. Will the current employee be working FT/PT? If PT how many hours

Part-time depending on number of packages received at the facility.

Comments:

Contracting Agency Head's Signature and Date 7/2/18

Barbara Wenzlaff 6/28/18
Budget Analyst Signature and Date

S. Gamson 7/13/18
Clerk of the Board of Examiners Signature and Date

Secondary Employment Disclosure
To Contract with a Current State Employee

Employee Name:	**Duane Wilson**
Employee ID number:	**27944**
Name of Secondary Employer: (If self employed, enter the business name)	**Access Secure pak**
Address of Secondary Employer/Self Employment:	**55-101 Vista Blvd. Sparks, Nv.89434**
Secondary Employer Phone Number:	

Describe the nature of the work performed by the secondary employer or self employment business.	Delivering packages to inmates who are eligible for this program
Might this activity require or induce you to disclose controlled information obtained as part of your job or impair your independence or ethics?	No
List the specific duties, functions, and activities that you personally will perform for the secondary employer or in the self-employment business.	Receive packages from the HDSP warehouse, sort the packages by unit. Deliver packages to inmates in those units
Document your work schedule with the secondary/self employment; how many and what hours weekly; what your State work schedule is; how many and what hours you will work weekly. Will this conflict with your State work hours?	NDOC work hours Tuesday – Friday 7am – 5 pm Access work hours varies due to amount of packages and which staff is next in line to work, but when I work it is 5 pm – 9 pm Monday thru Friday and or any time Saturday or Sunday. Amount of hours work would be until all packages are delivered. No NDOC conflict.
If applicable, list provider agreements, brief scope of services, and associated State agencies.	N/A

Comments: I have worked for Secure Pak for many years and at no time did I have a conflict with my NDOC work schedule and my Secure Pak package schedule overlap. The two jobs have always been kept separate from one another.

Employee statement

__DW___ I certify that my outside employment does not present a conflict with my State employment. The employment may not be construed as an extension of my duties or responsibilities with the State. I will devote my full time, attention and effort to State employment during official duty hours and not to contractual obligations. If a potential conflict arises, I will notify my supervisor and agency head, within three business days. I agree to submit a new application for approval by July 1 of each year, or within 30 days of a change in outside employment status.

Employee's agency head shall check one of the following statements:

DW ✓ I have reviewed the information provided on this form and determined that this secondary employment **DOES NOT** present a real or potential conflict of interest to the State of Nevada.

____ I have reviewed the information provided on this form and determined that this secondary employment **DOES** present a real or potential conflict of interest to the State of Nevada.

Duane Wilson FSM III

Employee's Signature and Date 7/2/18

Agency Head's Signature and Date.

DIVISION OF HUMAN RESOURCE MANAGEMENT

EMPLOYEE WORK PERFORMANCE STANDARDS FORM

Supervisors are responsible for establishing the initial standards, but standards must be reviewed annually and amended when appropriate. The employee must be given the opportunity to provide comment when the standards are revised (NAC 284.468).

Employee Name:	**Last**		**First**		**MI**	**Employee ID #**	
Class Title:	Food Service Manager II (3.108)					**Date Standards Est/Rev:**	9/19/2017-10/1/2018
Department/Division:							
Agency # (3 digits):	440	**Home Org # (4 digits):**				**Position Control #:**	

I have read and understand the work performance standards for this position. I understand these standards may be modified after discussion with my immediate supervisor and with the concurrence of the appointing authority.

Employee Signature: **Date:**

Supervisor Title & Signature: **Date:**

Reviewing Officer Title & Signature: **Date:**

Appointing Authority Title & Signature: **Date:**

Job Elements (Defined as principal assignments, goals, responsibilities and/or related factors.)	***Weighted Value**	**Performance Standards**
Job Element #1: Inventory Control		
• Establish and maintain perpetual inventory control procedures for receiving, storing and issuing supplies and food items. • Develop and implement methods to deter theft, spoilage and waste.		• Daily monitoring of inventory records to ensure correct items and quantities pulled for upcoming meal and culinary supply needs for non-food items. • Perform monthly reviews of the inventory records to determine any missing items and quantities. Provide written report monthly to ASO due by the 10th of the following month on condition of inventory system, food and non-food inventory item levels at the Institution and warehouse and the effectiveness of new methods implemented to reduce usage/waste/theft.
Job Element #2: Ordering Supplies		
• Order or supervise the ordering of food, paper and kitchen supplies.		• Prepare complete and accurate food and non-food orders as required. No more than 10 items may be requested after the food order is originally submitted unless justification is received in writing. Prepare complete and accurate Store Requisitions at least one month before items are needed for non-food items.
Job Element #3: Quality Control		
• Supervise the receipt and inspection of all foodstuffs for quality and quantity.		• 50% of all food and non-food items delivered to the culinary should be received, counted, inspected and signed for by the Food Service Manager III.

Job Element #4: Menu Preparation • Review master menu to determine food quantities required for specified recipes and anticipated populations. • Extend and reduce recipes as required. • Monitor the types of food used in daily meals.		• Determine necessary quantities for upcoming menu and inmate population level. Prepare substitutions if items unavailable or out of stock. Notify NDOC Purchasing Manger of all substitutions weekly in written format. • Review historical feeding level information and reduce on increase as needed. • Perform a daily check at breakfast and lunch for items included in alternative meals, diets and any Styrofoam containers leaving the culinary.
Job Element #5: Budget Support • Prepare food service reports. • Account for materials used and costs involved. • Submit budget estimates as required.		• Complete Monthly Financial Statement by the 15th of the following month and submit to ASO. • Provide a monthly report recapping non-food items used and the associated costs. • Provide complete and accurate cost/usage information when requested.
Job Element #6: Employee Management • Ensure employees are trained in the safe and proper use of culinary powered equipment. • Train in sanitary and proper culinary procedures. • Ensure compliance with health and sanitation regulations. • Plan, assign and review the work of assigned staff. • Maintain adequate staffing levels. • Assess training needs as they arise. • Evaluate employee performance. • Provide orientation to new employees. • Resolve personnel problems. • Recommend disciplinary action as needed.		• All new culinary workers operating powered equipment will be trained before using any equipment and the training documented. • All new culinary workers are to be trained in proper sanitary procedures. • Prepare, submit and implement an action plan within 10 business days after any health and safety inspection. • Spend at least 50% of the each assigned workday, supervising free staff and inmate workers preparing meals, serving meals and cleaning the culinary. Actual observation and moving throughout the culinary areas providing proper guidance on processes and procedures define supervision for this Job Element. All free staff employees are required to fill out leave request slips for supervisory approval. • No annual or comp time leave will be approved if staffing coverage is not adequate. • Provide monthly report for training needs and how the training needs were satisfied. • Complete all assigned evaluations prior to the due date. Each evaluation must be different and specific examples must be used in justifying the employee's performance rating. • New staff are to be properly trained with NSP and Culinary. • Document all personnel problems and the method used to address the problem. • Provide well-documented evidence to support disciplinary actions.
Job Element #7: Security • Maintain close and constant surveillance to ensure the control and security of tools and equipment used in food preparation.		• Prepare and implement a system to inventory and control all tools in the culinary. Notify the AWO and ASO in writing on missing tools immediately.

Job Element #8: Work Ethic • Ability to prioritize tasks, estimate time frames, meet deadlines, plan and use available resources and coordinate work assignments with others.		• No overtime is to be incurred without prior written approval from the Warden, AWO, AWP or ASO. Complete work assignments correctly and completely by the due dates. Prepare in advance plans to provide culinary operations in case of low staffing levels or other unexpected circumstances. Assign work to all free staff and review the work performed. Provide feedback either positive or negative to the individual.
Job Element #9: Customer Service and Communication • Provide quality and quantity of information and service to co-workers and external customers. • Maintain and project an approachable, open-minded attitude and respect confidentiality to ensure open, two-way communication.		• Provide complete and accurate information that is easy to understand that answers the questions asked. • Maintain a professional manner when dealing with staff, inmates and outside parties. There will be no more than 2 instances per month where an employee's manner was unsatisfactory and was brought to a supervisor's attention by staff, inmates or outside parties.
Job Element #10: Safety • Observe safe practices at all times. • Observe terms of safety of self, others and the care of Department property, equipment and vehicles.		• Stress safety and security to all staff weekly. Hold safety meetings once per quarter to discuss issues with free staff. • Submit a monthly report on the condition of all culinary equipment and include the priority of repairs that need to be done.

*If a weighted value is not designated, each job element has an equal weight.

Distribution: Original to Agency; Copy to Employee; Copy to Supervisor

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 25, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

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

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

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

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Division requests authority to contract with Carson Valley Children's Center DBA Austin's House with Marla Morris as an employee. Ms. Morris is a former employee as a Social Services Chief II. Austin's House is a licensed provider of short-term emergency shelter care for children in the care and custody of the Division. **Relates to Master Service Agreement Agenda item 15, Contract number 20604.**

Additional Information:

Michelle G. Paul is currently employed by Carson Valley Children's Center DBA Austin's House which if approved on this agenda, would be effective July 1, 2018 to June 30, 2022 with a possible five one year extensions and will include Ms. Morris for as long as she continues employment with Austin's House.

Statutory Authority: NRS 333.705

REVIEWED: _____
ACTION ITEM: _____

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

ROSS E. ARMSTRONG
Administrator



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

MEMORANDUM

TO: Nikki Hovden, Executive Branch Budget Officer II

FROM: Katrina Nielsen – Administrative Services Officer IV
DHHS//DCFS

SUBJECT: Request for Authorization to Contract with a Former Employee

DATE: July 23, 2018

This request is for authorization to contract with a former employee, Marla Morris, who retired from the Division of Child and Family Services on June 15, 2017 and is now employed by Carson Valley Children's Center dba Austin's House as the Executive Director.

Austin's House is a licensed provider of short-term emergency shelter care for children in the care and custody of the Division of Child and Family Services. They have responded to the Purchasing Division's RFQ #99SWC-S167, Behavioral and Community Based Related Services, and a corresponding Master Services Agreement contract has been submitted for the Board of Examiners' approval.

Thank you.

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

Authorization to Contract with a Former Employee

Employee Information	
Former Employee Name:	Marla Morris
Former Employee ID Number:	009404
Former Job Title:	Social Services Chief II
Former Employee Agency:	Division of Child and Family Services
Former Class and Grade:	Class 12.301, Grade 39
Former Employment Dates:	8/19/1986 – 6/15/2017
Contracting Agency:	Division of Child and Family Services

Please check which of the following applies:

☐ Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-l below.

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

a. Summarize scope of contract work.

Carson Valley Children's Center dba Austin's House (contractor) is a licensed provider of short-term Emergency Shelter Care for children in the care and custody of the Division of Child and Family Services.

b. Document former job description.

Ms. Morris, formerly a Social Services Chief, planned, organized and administered comprehensive child welfare programs through the DCFS Family Program's Office.

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?

Not applicable.

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

Not applicable.

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

Not applicable.

f. List contractor's hourly rate.

No rate is included for Ms. Morris since she is employed as the Executive Director of Austin's House.

g. List the range of comparable State employee rages.

Not applicable.

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

Not applicable.

i. Document justification for hiring contractor.

Austin's House is uniquely qualified to provide short-term emergency shelter care services for children. The Division of Child and Family Services has contracted with this vendor since August 2009 and Austin's House has and continues to be an invaluable resource to DCFS.

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

Yes, Ms. Morris is currently collecting PERS contributions.

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

If approved, the contract with Austin's House would be effective July 1, 2018 to June 30, 2022 with a possible five (5) one (1) year extensions and will include Ms. Morris for as long as she continues employment with Austin's House.

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

Full-time.

Comments:

Mandi Davis for Ross Armstrong 7/10/18

Contracting Agency Head's Signature and Date

Nikki Harden

Budget Analyst Signature and Date

Clerk of the Board of Examiners Signature and Date

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 17, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

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

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Division requests authority to contract with Michelle G. Paul, Ph.D. as a Psychiatrist for the Division of Public and Behavioral Health (DPBH) at the Southern Nevada Adult Mental Health Services (SNAMHS) campus in Las Vegas. The contract will be performed on an as needed basis and includes the flexibility to accomplish the duties outside of her routine University of Nevada, Las Vegas (UNLV) school hours from July 1, 2018 to June 30, 2022 with an option to renew for 5 one year extensions. **Relates to Master Service Agreement Agenda item 15, Contract number 20170.**

Additional Information:

Michelle G. Paul is currently employed by UNLV as the Director & Associate Professor in Residence, Department of Psychology UNLV. Dr. Paul will be completing competency and neuropsychological evaluations to determine competency status.

Statutory Authority: NRS 333.705

REVIEWED: _____
ACTION ITEM: _____

Authorization to Contract with a Current Employee

Employee Name:	**Michelle G. Paul, Ph.D.**
Employee ID number:	
Job Title:	**Director & Associate Professor in Residence**
Current Agency:	**University of Nevada, Las Vegas**
Current class and grade:	**Unclassified, NSHE Position**
Employment Dates:	
Contracting Agency:	**Southern Nevada Adult Mental Health Services**

Please check which of the following applies:

☒ Contract is with a current State employee (contractor) or a temporary employment agency providing a current employee. Please complete steps a-l below.

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

a. Summarize scope of contract work.	Dr. Paul will be completing competency evaluations for Southern Nevada Adult Mental Health Services-Forensic Services. As needed, she will also complete neuropsychological evaluations necessary to determine competency status
b. Document the employee's current job description.	Director & Associate Professor in Residence, Department of Psychology
c. Explain how this differs from current State duties.	Dr. Paul is being hired as she is an experienced neuropsychologist who has conducted forensic psychological and neuropsychological evaluations for the court system
d. Explain why existing State employees within your agency cannot perform this function.	We are severely understaffed. The forensic psychology department has 2 (of 4) Licensed Psychologist I positions open. There has been great difficulty finding candidates that meet our qualifications and will accept reimbursement paid by the State of Nevada. Recruitment for these positions has been occurring for over 6 months and to date, 1 person has been hired and 1 existing state Psychologist was re-assigned to assist with coverage. Dr. Paul is essential to our ability to complete evaluations in a timely manner to comply with court mandates
e. Document if the individual overseeing or establishing the contract is related to	N/A

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BUDGET DIVISION

the contractor – if so; explain relationship and why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	$125 per hour
g. List the range of comparable State employee rates.	There are no licensed forensic psychologist/licensed neuropsychologist positions listed currently in the State. Licensed psychologist rates are: $32.74 – $51.81
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent.	Her expertise, experience and ability to complete competency evaluations is vital to our ability to complete evaluations in a timely manner. Private practice licensed forensic psychologists/neuropsychologists in the community charge $240-$300 per hour. The requested contract rate for Dr. Paul is much less than she could charge privately to complete such evaluations.
i. Identify the date and time the contract work will be performed.	The contract work will be performed on an as needed basis and includes the flexibility to accomplish the duties outside her routine UNLV school hours.
j. Identify the State employee's work schedule.	The contract work will be performed on an as needed basis and includes the flexibility to accomplish the duties outside her routine UNLV school hours.
k. Document the controls that will be in place to ensure contract work will not occur during State work or sick time.	Dr. Paul will be required to utilize a coded key card to enter and exit the units in which she will perform her duties. The contract monitor will pull a random sample of key card records on a monthly basis and review for appropriate use of time
l. Document the justification for hiring contractor.	The State and Southern Nevada Adult Mental Health Services is under a consent decree with the courts to reduce the waitlist for inmates needing to be transferred for competency restoration. The waitlist must reach 0 by March 1 and then we are required to maintain timely transfer inmates, that is within 7 days of the court order. To accomplish these mandates, competency evaluation is an integral part of the system. Once an individual is placed in the custody of our hospital, multiple competency evaluations are required to determine their status and whether the patient will be recommitted or discharged back to the jail.

Comments:



7/12/18

Contracting Agency Head's Signature and Date

Budget Analyst

Clerk of the Board of Examiners

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting Deputy Director

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division

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Date: July 19, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

From: Bridgette Garrison, Executive Branch Budget Officer
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

NEVADA DEPARTMENT OF TRANSPORTATION

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department requests authority to contract with a former employee, Paul Frost. CA Group plans to utilize Mr. Frost's expertise to assist in the Quality Assurance (QA) review of bidding documents, specifically a check of quantities for drainage and roads in the Centennial Bowl. Mr. Frost will work on a part-time contracted position estimated to start late 2018 and be completed early 2020.

Additional Information:

Mr. Frost retired from State service on May 11, 2018. In June 2018, NDOT awarded CA Group the agreement to assist NDOT in producing an accurate, high quality set of bidding documents prior to the advertisement of the contract for the Centennial Bowl. Mr. Frost retired as a Chief Roadway Design Engineer and has twenty years of experience with the NDOT Road Design Division. Mr. Frost brings tremendous values and expertise to this project. Mr. Frost has had no influence or authority over the CA Group selection for the required services.

Statutory Authority:

NRS 333.705

REVIEWED: _____

ACTION ITEM: _____

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GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

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

MEMORANDUM

June 12, 2018

To: State of Nevada Board of Examiners

From: Rudy Malfabon, Director

Subject: Authorization to Contract with a Former Employee – Paul Frost

SUMMARY

Pursuant to the Administrative Manual Section 0323, the Nevada Department of Transportation (NDOT) requests the authority to contract with retired state employee, Mr. Paul Frost. Mr. Frost, retired from state service on May 11, 2018. The CA Group has hired Mr. Frost to fill an engineering position and is requesting to use his expertise in performing a Quality Assurance (QA) review of the bidding documents, specifically a check of quantities for drainage and roads, on Agreement P118-18-015.

BACKGROUND

The Centennial Bowl (US-95 NW Phase 3) will accommodate projected traffic growth; decrease travel times, congestion, idling, and vehicle emissions; improve mobility and safety for the public; and maintain stakeholders' trust. The Centennial Bowl is a proposed system-to-system interchange between US-95 and Clark County 215 (CC-215) in Clark County. It will provide direct connect access between US-95 and CC-215 to enhance local and regional access and mobility, support planned land uses and economic development, and improve efficiency of freight movement.

The goal of this Agreement is to assist the DEPARTMENT in producing an accurate, high quality set of bidding documents prior to the advertisement of the contract.

Through a Request for Proposal (RFP) process, CA Group was selected to perform the required services for the Centennial Bowl in June 2018. The services require expertise of an engineer to perform a QA review of the bidding documents. Mr. Frost recently began his employment with the CA Group in June 2018. Upon his start, CA Group has requested to use Mr. Frost's expertise to assist in the QA review of the biding documents. Mr. Frost spent over 20 years with the NDOT Road Design Division and brings tremendous value and expertise to this project.

At no time during Mr. Frost's State service was Mr. Frost involved in the RFP procurement and selection of CA Group for the required services for the Centennial Bowl.

RECOMMENDATION

We respectfully request your consideration for approval for NDOT to allow the addition of Mr. Frost to the CA Group team to complete the QA Review of bidding documents associated with the Centennial Bowl, Agreement P118-18-015.

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

Authorization to Contract with a Former Employee

Employee Information	
Former Employee Name:	Paul Frost, PE
Former Employee ID Number:	10274
Former Job Title:	Chief Roadway Design Engineer
Former Employee Agency:	NDOT
Former Class and Grade:	47-10
Former Employment Dates:	May 5, 1993 – May 11, 2018
Contracting Agency:	NDOT

Please check which of the following applies:

☐ Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-l below.

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

a. Summarize scope of contract work.

Provide project management support services including Constructability Review; Construction Cost Estimate; Construction Schedule; and QA/QC Review of Plans, Specification and Estimates for the purpose of producing an accurate high quality set of bidding documents for the US 95 NW Phase 3D/E Centennial Bowl project, per NDOT RFP 118-18-015.

b. Document former job description.

Responsible for all aspects of delivering the projects and programs assigned to the NDOT Design Division, including resource allocations, project scope and budget decisions, project development approach, determining project priorities and establishing and maintaining delivery dates, applying and modifying Design Divisions policy, procedures, and criteria. Oversaw NDOT's Roadway Design, Hydraulics, Landscape and Aesthetics, Scheduling and Estimating, Local Public Agency, Specifications, and Scoping Sections.

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?

NDOT is requesting professional engineering services for purpose of assisting NDOT in producing an accurate high quality set of bidding documents for the US 95 NW Phase 3D/E Centennial Bowl project. There is no clause in the contract with NDOT that includes or precludes the transfer of specialized knowledge.

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

This project requires services to be delivered in an expedited timeframe. The Department staff is unable to provide these services in the timeframe of the contract. Contract is being solicited as a RFP to the general engineering/planning community.

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

No relationship.

f. List contractor's hourly rate.

$82

g. List the range of comparable State employee rages.

$60

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

The employee is not employed full time. This is a part time position and the employee only works when there is work to be performed. The employee's contract term has been limited by the length of the finite contract.

i. Document justification for hiring contractor.

NDOT feels they do not currently have the resources to complete this project and have solicited a RFP from the general engineering and planning community.

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

Yes.

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

Start date is anticipated to commence in late 2018 and be completed early 2020.

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

Part Time – 24 hours/week.

Comments:

DocuSigned by:
Kelly Mayhew
C4C7CE5CD5844A5...
06/12/2018

Contracting Agency Head's Signature and Date

Bridgette Garrison 7/11/18

Budget Analyst Signature and Date

Clerk of the Board of Examiners Signature and Date

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 19, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

From: Bridgette Garrison, Executive Branch Budget Officer
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

NEVADA DEPARTMENT OF TRANSPORTATION

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department requests authority to sub-contract with a former employee, Paul D. Kiser. Parsons Transportation Group is proposing to engage Mr. Kiser as a sub-consultant for Facilitation Services related to NDOT's traffic safety program. This will be a part-time sub-contracted position subject to workload and availability working three to six months in length.

Additional Information:

Mr. Kiser retired from State service on June 29, 2018. Parsons Transportation Group holds the current Road Safety Assessment and Traffic Safety Engineering Design Services agreements in Task Orders 4 (2nd Street in Reno), 5 (Washoe Tribe in Carson City/Gardnerville) and 6 (Cheyenne Avenue in Las Vegas). Mr. Kiser retired as an Assistant Chief Traffic Safety Engineer and has forty-three years of experience in all facets of traffic and highway operations and safety. Mr. Kiser has had no influence or authority over consultant procurement for any State project for which Parsons Transportation has participated.

Statutory Authority:

NRS 333.705

REVIEWED: _____

ACTION ITEM: _____

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

MEMORANDUM

June 27, 2018

To: State of Nevada Board of Examiners
From: Rudy Malfabon, Director
Subject: Authorization to Contract with a Former Employee – PD Kiser

SUMMARY

Pursuant to the State Administrative Manual, Section 0323, the Nevada Department of Transportation requests the authority to contract with a retired state employee. Mr. P.D. Kiser will be retiring from State service (as Assistant Chief Traffic Safety Engineer of the Nevada Department of Transportation) on June 29, 2018. Parsons Transportation Group is proposing to employ Mr. Kiser as a sub-consultant for Facilitation Services related to NDOT's traffic safety program (Statewide under Agreement Number P192-16-816).

BACKGROUND

Parsons Transportation Group holds the current Road Safety Assessment and Traffic Safety Engineering Design Services agreements in Task Orders 4 (2nd Street in Reno), 5 (Washoe Tribe in Carson City/Gardnerville), and 6 (Cheyenne Avenue in Las Vegas). Mr. Kiser's extensive experience in these types of projects will be a critical asset for the success of NDOT's Strategic Highway Safety Plan.

Mr. Kiser has had no influence or authority over the consultant procurement for this or any State project for which Parsons Transportation Group has participated.

RECOMMENDATION

We respectfully request your consideration of approval for NDOT to contract with Mr. Kiser, upon his retirement, as a sub-consultant for Parsons Transportation Group to serve as facilitator and experience resource for the NDOT traffic safety program.

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Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

Authorization to Contract with a Former Employee

Employee Information	
Former Employee Name:	P.D. Kiser
Former Employee ID Number:	53683
Former Job Title:	Assistant Chief Traffic Safety Engineer
Former Employee Agency:	Nevada Department of Transportation
Former Class and Grade:	43-10
Former Employment Dates:	February 18, 2014
Contracting Agency:	Sub-consultant to Parsons

Please check which of the following applies:

☐ Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-l below.

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

a. Summarize scope of contract work.

Provide traffic operations and safety engineering services for the NDOT Safety Engineering project that covers Road Safety Assessments, Safety Management Plans and traffic engineering design.

b. Document former job description.

As the Assistant Traffic Safety Engineer, Mr. Kiser supervised the management of a number of NDOT safety programs that included the Nevada Strategic Highway Safety Plan, Pedestrian Safety Improvement Program, Road Safety Assessment Program and the Railroad Crossing Safety Improvement Program. Mr. Kiser was also involved in numerous local, regional, state and national committees and organizations that promoted traffic safety. He was responsible for evaluating leading edge technologies that had application in the traffic safety field.

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?

Mr. Kiser's services are sought by Parsons Corp. because he has 43 years of experience in all facets of traffic and highway operations and safety.

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

The State has contracted with consultants for a number of years to assist NDOT staff on a number of traffic operations and safety engineering projects and programs.

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

The individual is not related to the Contractor.

f. List contractor's hourly rate.

$100.00

g. List the range of comparable State employee wages.

$50.00 to $60.00 per hour

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

Contractor rate includes overhead costs needed to stay in business.

i. Document justification for hiring contractor.

NDOT does not have the staff resources nor the specialized expertise to perform the workload required for the traffic safety program.

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

Yes

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

Mr. Kiser would not contract directly with the State, instead he would contract with a consultant that is doing contracted work for the state. Mr. Kiser's contracted work with a consultant would typically be 3 to 6 months in length depending on the work being done.

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

PT, subject to workload and availability.

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Comments:

N/A

DocuSigned by:
Kristy Maughan
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06/27/2018

Contracting Agency Head's Signature and Date

Budgette Harrison 7/11/18

Budget Analyst Signature and Date

Clerk of the Board of Examiners Signature and Date

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 12, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

From: Bridgette Garrison, Executive Branch Budget Officer
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CORRECTIONS

Agenda Item Write-up:

Pursuant to NRS 353.268, the Nevada Department of Corrections requests an allocation of $158,000 in Fiscal Year 2019 from the Interim Finance Committee General Fund Contingency Account to fund the re-purposing of existing Department of Motor Vehicles (DMV) IT Equipment.

Additional Information:

Currently, the Disaster Recovery (D/R) sites for the Nevada Department of Corrections (NDOC) are located at the Stewart Complex in Carson City and the nearby Northern Nevada Correctional Center. NDOC is geographically dispersed with seven correctional facilities, nine conservation camps, two transitional housing units, and two administrative centers, one in the north and one in the south. Each NDOC location maintains a separate minimal data center to support autonomous operations in the event the location is isolated from the NDOC network. With the addition of network

bandwidth, these sites could be clustered, constantly in sync, so the recovery-time-from-failure could be measured in minutes, rather than hours or days. The department could move towards a regionalized deployment of its enterprise services from its current centralized topology.

Additional capacity at each location would also be achieved with the addition of the DMV equipment. Instead of using older stand-alone computer towers for the Body Camera project, we could create servers on the network, which would greatly enhance the operational efficiency, eliminate the single point of failure architecture, and provide the desired redundancy.

With the state's standard five year maintenance plan for new equipment, there would be no impact to the budget until the renewals come due in SFY 22/23; the state's equipment replacement standard wouldn't come into effect until the FY24/25 cycle. New expenditure would be incurred by NDOC as the pre-paid license, maintenance, and other services expire.

Statutory Authority:

NRS 353.268 (1)

REVIEWED: _____

ACTION ITEM: _____

Northern Administration
5500 Snyder Ave.
Carson City, NV 89701
(775) 887-3285

Southern Administration
3955 W. Russell Rd.
Las Vegas, NV 89118
(702) 486-9912

Brian Sandoval
Governor

James Dzurenda
Director

John Borrowman
Deputy Director
Support Services

State of Nevada
Department of Corrections

Date: July 3, 2018

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

From: Scott Ewart
Chief of Fiscal Services

Subject: IFC Contingency Funds Request

The Department of Corrections is seeking a favorable recommendation from the Board of Examiners to request State Fiscal Year (SFY) 2019 funding in the amount of $158,000 from the Interim Finance Committee Contingency Fund to fund the re-purposing of existing Department of Motor Vehicles (DMV) IT Equipment. The Department has prepared a single SFY 2019 Work Programs pursuant to this request.

The State of Nevada is being given the opportunity to re-purpose premier equipment for the safety and security of staff, inmates, and the public; paramount driving forces for the Nevada Department of Corrections (NDOC). The NDOC is geographically dispersed with seven (7) correctional facilities, nine (9) conservation camps (We also provide connectivity to NDF at the camps and also to NHP at the Jean Conservation Camp.), two (2) transitional housing units, and the northern and southern administrative centers. Each NDOC location maintains a separate minimal data center to support autonomous operations in the event the location is isolated from the greater NDOC network. This will allow operations to continue with inmate movements, inmate counts, security video and protocols, maintain telephone connectivity, and other responsibilities for safety and security.

The deployment of select DMV equipment will augment the capacity of the current localized data centers. This will enable NDOC to expand the current applications and add applications to the local equipment. This will also provide redundant failover capabilities to eliminate the current single points of failure.

Currently, the Disaster Recovery (D/R) sites for NDOC are located at the Stewart Complex in Carson City and the nearby Northern Nevada Correctional Center. With the equipment from DMV, a true north/south D/R infrastructure could be deployed with the Stewart Complex in the north and the IT office at the Southern Desert Correctional Center in the south. With the addition of network bandwidth, these sites could be clustered, constantly in sync, so the recovery-time-from-failure could be measured in minutes, rather than hours or days. The department could move towards a regionalized deployment of its enterprise services from its current centralized topology.

Additional capacity at each location would also be achieved with the addition of the DMV equipment. Instead of using older stand-alone computer towers for the Body Camera project, we could create servers on the network, which would greatly enhance the operational efficiency, eliminate the single point of failure architecture, and provide the desired redundancy. Future applications like Key Control, Wireless Monitoring and Control, and Shift Scheduling would likewise benefit from this new equipment localized for improved efficiency and autonomy.

With the state's standard five (5) year maintenance plan for new equipment, there would be no impact to the budget until the renewals come due in SFY 22/23; the state's equipment replacement standard wouldn't come into effect until the FY24/25 cycle. New expenditure would be incurred by NDOC as the pre-paid license, maintenance, and other services expire.

Given the substantial discount for IT equipment, the history of successful deployment within NDOC, and the greater good for the state, we hope to receive funding to provide for the transfer of equipment from DMV to NDOC.

Thank you

NEVADA DEPARTMENT OF MOTOR VEHICLES ORACLE EQUIPMENT

Carson City				
Serial Number/Part Number	**Item**	**Description**	**Quantity**	**TD OFFER**
AK00364812	Exalogic Elastic Cloud X5-2 Model	Oracle Quarter Rack Exalogic Machine	1	$25,000
AK00364521	Exadata Database Machine X6-2: model	Oracle Half Rack Exadata Machine	1	$36,000
2047rtn-16209q0019	Sun Rack II 1242/1242E	Sun Rack for hosting Servers and Storage	1	
2047rtn-16209q0020	Sun Rack II 1242/1242E	Sun rack for hosting Servers and Switches	1	
1619NM1046	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM1047	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM1048	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM104A	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM104B	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM104C	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM1049	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM1040	Oracle X6-2 Servers - 384 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM1041	Oracle X6-2 Servers - 384 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM1042	Oracle X6-2 Servers - 384 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM1043	Oracle X6-2 Servers - 384 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM1044	Oracle X6-2 Servers - 384 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM1045	Oracle X6-2 Servers - 384 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM103W	Oracle X6-2 Servers - 384 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM103X	Oracle X6-2 Servers - 384 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM103Y	Oracle X6-2 Servers - 384 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM7025	Oracle X6-2L Servers	Oracle X6-2L Audit Vault Server, 128 GB RAM	1	$1,300
1619NM1026	Oracle X5-2 Server	Oracle Advance Gateway Server	1	$1,200
1619NMT02W	Oracle Storage BE2-24C	Oracle ZFS Storage Appliance	1	included
1619NMT02Y	Oracle Storage BE2-24C	Oracle ZFS Storage Appliance	1	included
1619NMT02X	Oracle Storage BE2-24C	Oracle ZFS Storage Appliance	1	included
1619NMT02V	Oracle Storage BE2-24C	Oracle ZFS Storage Appliance	1	included
1619NM200F	Oracle ZFS Storage ZS3-2	ZFS Storage Controller	1	$6,000
1619NM200H	Oracle ZFS Storage ZS3-2	ZFS Storage Controller	1	$6,000
7110250	Oracle x5-2 Appliance Server	Oracle Database Appliance X5-2 Server		$9,000
NA	Cables	Cables for Carson City Location		
	Total - Carson City			**$142,150**

Las Vegas				
Serial Number/Part Number	**Item**	**Description**	**Quantity**	**TD OFFER**
AK00364814	Exalogic Elastic Cloud X5-2 Model	Oracle Quarter Rack Exalogic Machine	1	$25,000
AK00364534	Exadata Database Machine X6-2: model	Oracle Half Rack Exadata Machine	1	$36,000
2047rtn-16209q0022	Sun Rack II 1242/1242E	Sun Rack for hosting Servers and Storage	1	
2047rtn-16209q0021	Sun Rack II 1242/1242E	Sun rack for hosting Servers and Switches	1	
1619NM1069	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM106A	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM106B	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM106C	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM106D	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM106E	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM106F	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM106G	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM106H	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM106J	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM106K	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM106L	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM106M	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM106N	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM106P	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM106R	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM106T	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM106U	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM702A	Oracle X6-2L Servers	Oracle X6-2L Audit Vault Server, 128 GB RAM	1	$1,300
1620NM100W	Oracle X5-2 Server	Oracle Advance Gateway Server	1	$1,200
1619NMT030	Oracle Storage BE2-24C	Oracle ZFS Storage Appliance	1	included

Serial Number/Part Number	Item	Description	Quantity	TD OFFER
1619NMT031	Oracle Storage BE2-24C	Oracle ZFS Storage Appliance	1	included
1619NMT032	Oracle Storage BE2-24C	Oracle ZFS Storage Appliance	1	included
1619NMT033	Oracle Storage BE2-24C	Oracle ZFS Storage Appliance	1	included
1619NM200J	Oracle ZFS Storage ZS3-2	ZFS Storage Controller	1	$6,000
1619NM200K	Oracle ZFS Storage ZS3-2	ZFS Storage Controller	1	$6,000
NA	Cables	Network Cables for Flamingo Location		
Total - Las Vegas				**$142,850**
Total - Oracle Hardware				**$285,000**

NEVADA DEPARTMENT OF CORRECTIONS SELECTED EQUIPMENT

Carson City				
Serial Number/Part Number	**Item**	**Description**	**Quantity**	**TD OFFER**
1619NM1046	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM1047	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM1048	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM104A	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM104B	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM104C	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM1049	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM1040	Oracle X6-2 Servers - 384 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM1041	Oracle X6-2 Servers - 384 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM1042	Oracle X6-2 Servers - 384 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM1043	Oracle X6-2 Servers - 384 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM1044	Oracle X6-2 Servers - 384 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM1045	Oracle X6-2 Servers - 384 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM103W	Oracle X6-2 Servers - 384 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM103X	Oracle X6-2 Servers - 384 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM103Y	Oracle X6-2 Servers - 384 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NMT02W	Oracle Storage BE2-24C	Oracle ZFS Storage Appliance	1	included
1619NMT02Y	Oracle Storage BE2-24C	Oracle ZFS Storage Appliance	1	included
1619NMT02X	Oracle Storage BE2-24C	Oracle ZFS Storage Appliance	1	included
1619NMT02V	Oracle Storage BE2-24C	Oracle ZFS Storage Appliance	1	included
1619NM200F	Oracle ZFS Storage ZS3-2	ZFS Storage Controller	1	$6,000
1619NM200H	Oracle ZFS Storage ZS3-2	ZFS Storage Controller	1	$6,000
7110250	Oracle x5-2 Appliance Server	Oracle Database Appliance X5-2 Server		$9,000
NA	Cables	Cables for Carson City Location		
	Total - Carson City			**$78,650**

Las Vegas				
Serial Number/Part Number	**Item**	**Description**	**Quantity**	**TD OFFER**
1619NM1069	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM106A	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM106B	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM106C	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM106D	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM106E	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM106F	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 128 GB of RAM	1	$2,000
1619NM106G	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM106H	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM106J	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM106K	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM106L	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM106M	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM106N	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM106P	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM106R	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM106T	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NM106U	Oracle X6-2 Servers - 128 GB	Oracle X6-2 Servers with 384 GB of RAM	1	$4,850
1619NMT030	Oracle Storage BE2-24C	Oracle ZFS Storage Appliance	1	included
1619NMT031	Oracle Storage BE2-24C	Oracle ZFS Storage Appliance	1	included
1619NMT032	Oracle Storage BE2-24C	Oracle ZFS Storage Appliance	1	included
1619NMT033	Oracle Storage BE2-24C	Oracle ZFS Storage Appliance	1	included
1619NM200J	Oracle ZFS Storage ZS3-2	ZFS Storage Controller	1	$6,000
1619NM200K	Oracle ZFS Storage ZS3-2	ZFS Storage Controller	1	$6,000
NA	Cables	Network Cables for Flamingo Location		
Total - Las Vegas				**$79,350**
Total - Oracle Hardware				**$158,000**

Serial Number/Part Number	Item	Description	Quantity	TD OFFER
~~AK00364812~~	~~Exalogic Elastic Cloud X5-2 Model~~	~~Oracle Quarter Rack Exalogic Machine~~	~~1~~	~~$25,000~~
~~AK00364521~~	~~Exadata Database Machine X6-2: model~~	~~Oracle Half Rack Exadata Machine~~	~~1~~	~~$36,000~~
~~2047rtn-16209q0019~~	~~Sun Rack II 1242/1242E~~	~~Sun Rack for hosting Servers and Storage~~	~~1~~	
~~2047rtn-16209q0020~~	~~Sun Rack II 1242/1242E~~	~~Sun rack for hosting Servers and Switches~~	~~1~~	
~~1619NM7025~~	~~Oracle X6-2L Servers~~	~~Oracle X6-2L Audit Vault Server, 128 GB RAM~~	~~1~~	~~$1,300~~
~~1619NM1026~~	~~Oracle X5-2 Server~~	~~Oracle Advance Gateway Server~~	~~1~~	~~$1,200~~

~~AK00364814~~	~~Exalogic Elastic Cloud X5-2 Model~~	~~Oracle Quarter Rack Exalogic Machine~~	~~1~~	~~$25,000~~
~~AK00364534~~	~~Exadata Database Machine X6-2: model~~	~~Oracle Half Rack Exadata Machine~~	~~1~~	~~$36,000~~
~~2047rtn-16209q0022~~	~~Sun Rack II 1242/1242E~~	~~Sun Rack for hosting Servers and Storage~~	~~1~~	
~~2047rtn-16209q0021~~	~~Sun Rack II 1242/1242E~~	~~Sun rack for hosting Servers and Switches~~	~~1~~	
~~1619NM702A~~	~~Oracle X6-2L Servers~~	~~Oracle X6-2L Audit Vault Server, 128 GB RAM~~	~~1~~	~~$1,300~~
~~1620NM100W~~	~~Oracle X5-2 Server~~	~~Oracle Advance Gateway Server~~	~~1~~	~~$1,200~~

State of Nevada Work Program

WP Number: C44005

FY 2019

[ ] Add Original Work Program [XXX] Modify Work Program

BUDGET DIVISION USE ONLY
DATE_____
APPROVED ON BEHALF OF
THE GOVERNOR BY
_____

DATE	FUND	AGENCY	BUDGET	DEPT/DIV/BUDGET NAME
07/05/18	101	440	3710	NDOC - DIRECTOR'S OFFICE

Funds Available

Budgetary GLs (2501 - 2599)	Description	WP Amount	Revenue GLs (3000 - 4999)	Description	WP Amount	Current Authority	Revised Authority
			4654	TRANSFER FROM INTERIM FINANCE	158,000	0	158,000
Subtotal Budgetary General Ledgers		0	Subtotal Revenue General Ledgers(RB)		158,000		158,000
			Total Budgetary & Revenue GLs		158,000		

Expenditures

CAT	Amount	CAT	Amount
26	158,000		

Sub Total Category Expenditures 158,000

Remarks

Addition of $158,000 in Interim Finance Contingency funds to fund the re-purposing of existing Nevada Department of Motor Vehicles (DMV) Information Technology (IT) equipment. Does not require Interim Finance approval since it supports an Action Item request for an appropriation from the Interim Finance Contingency Fund.

Total Budgetary General Ledgers and Category Expenditures (AP) 158,000

sewart
Authorized Signature

07/05/18
Date

Controller's Office Approval

Does not require Interim Finance approval since this is an Action Item request for appropriation from the interim Finance Contingency Fund.

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting Deputy Director

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division

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

Date: July 10, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

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

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF PUBLIC SAFETY – NEVADA HIGHWAY PATROL

Agenda Item Write-up:

Pursuant to NRS 353.268, the Division requests an allocation of $11,100 from the Interim Finance Committee Contingency Account to cover the cost of providing protective services as requested by the U.S. Secret Service to dignitaries visiting Nevada for the remainder of the fiscal year.

Additional Information:

The Nevada Highway Patrol has provided security/protective service for visiting dignitaries in SFY18 that exceed the Division's FY18 legislatively approved budget for these services. A late visit to Las Vegas in June by President Trump caused the Division to exceed its authorized budget. The table below provides a summary of the agency's expenditures to date, however, due to the late fiscal year visit by President Trump, there may be some outstanding expenditure claims that still need to be processed. The amount requested by the Division takes this in to account and should be sufficient to cover its costs for this service through the close of the fiscal year. The agency has submitted work program C43006, which is associated with this request and provides greater detailed of the resources expended for this service in FY18.

Department of Public Safety
Nevada Highway Patrol
Dignitary Protection - CAT 32
FY18 Cost Estimate

Job Code	Event	City	Purpose	Dates		Hours Reg	Hours O/T	Cost	General Fund Actual Cost	Anticipated Cost General Fund	Anticipated Cost Other
DIG56	Bill Clinton	Reno/Tahoe	American Century Group Speech, vacation & golf	7/10/17		20.00	11.17	1,542.10	1,542.10		
DIG59	Donald Trump	Reno	Keynote Speaker American Legion Annual Conference	8/23/17		60.80	15.67	4,585.96	4,585.96		
DIG60	Donald Trump	Las Vegas	Route 91 Harvest Festival Shootings	10/4/17		187.00	265.25	22,936.11	22,936.11	-	
DIG61	Vice President Pence	Las Vegas	Route 91 Harvest Festival Shootings	10/7/17		7.25	187.42	11,337.15	11,337.15	-	
DIG62	Sec of Trans Chao	Las Vegas	CES Convention	1/9/18	1/10/18	35.00	48.25	$4,718.23	4,718.23	-	
DIG63	Vice President Pence	Las Vegas	Ribbon cutting AFWerx, Nellis AFB	1/11/18	1/11/18	120.25	193.75	$16,238.74	16,238.74	-	
DIG64	Sec of EPA - Pruitt	Northern NV	Media Speeches-mining	2/5/18	2/6/18	27.33	29.50	$3,291.09	3,291.09	-	
DIG65	President Trump	Las Vegas		6/23/18	6/24/18	12.83	275.08	$16,964.18		16,964.18	
DIG66	Sec of Trans Chao	Northern NV	Meet with Governor & Trucking Companies[3]	4/3/18	4/4/18	8.50	6.00	$884.04	884.04	-	
						478.96	1,032.09	82,497.60	$65,533.42	$16,964.18	$0.00
								Anticipated Costs	$16,964.18		
								Total Actual & Anticipated	$82,497.60		
								Budgeted Expenditure Authority	$71,411.00		
								FY18 Remaining Balance	($11,086.60)		
								Take out Anticipated	$16,964.18		
								Known Surplus at 7/9/18	$5,877.58		

NOTES:

[1] Estimate based on one-day VPOTUS visit to Las Vegas on 1/11/18.
[2] Estimate based on two-day visit by Sec. of EPA in Northern Nevada on 2/5 & 6/18
[3] Estimate based on 3rd quarter estimates.

Statutory Authority:

BOE approval required pursuant to NRS 353.268.

REVIEWED: _____

ACTION ITEM: _____

Brian Sandoval
Governor

Nevada Department of Public Safety

James M. Wright
Director

Lt. Colonel John O'Rourke
Chief

Nevada Highway Patrol

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

Memorandum

DATE: July 9, 2018

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

THROUGH: Sheri Brueggemann, Administrative Services Officer 4
Department of Public Safety, Director's Office

FROM: Johnny R. McCuin, Administrative Services Officer 3 JRM

SUBJECT: Board of Examiners Request for Interim Finance Contingency Funds

The Department of Public Safety (DPS) Nevada Highway Patrol division (NHP) is requesting approval of $11,100 from the Interim Finance Contingency Fund to increase authority in the NHP's Visiting Dignitary Protection account to provide protective services for dignitaries as requested by the U.S. Secret Service. Work program C43006 ~~will be~~ has been submitted ~~to the~~ contingent upon Interim Finance committee ~~should this request be approved~~ approval of this request.

DPS is requesting this item be placed on the August 14th, 2018 Board of Examiners' agenda.

Exhibit A: Budget Projections

State of Nevada Work Program

WP Number: C43006

FY 2018

[ ] Add Original Work Program [XXX] Modify Work Program

BUDGET DIVISION USE ONLY
DATE_____
APPROVED ON BEHALF OF
THE GOVERNOR BY
_____

DATE	FUND	AGENCY	BUDGET	DEPT/DIV/BUDGET NAME
04/04/18	201	651	4713	DPS - NEVADA HIGHWAY PATROL DIVISION

Funds Available

Budgetary GLs (2501 - 2599)	Description	WP Amount	Revenue GLs (3000 - 4999)	Description	WP Amount	Current Authority	Revised Authority
			4654	TRANSFER FROM INTERIM FINANCE	11,100	53,577	64,677
Subtotal Budgetary General Ledgers		0	Subtotal Revenue General Ledgers(RB)		11,100		64,677
			Total Budgetary & Revenue GLs		11,100		

Expenditures

CAT	Amount	CAT	Amount
32	11,100		

Sub Total Category Expenditures 11,100

Remarks

This work program requests a transfer from the IFC Contingency account to the Visiting Dignitary Protection account to cover SFY18 costs providing protective services to dignitaries as requested by the U.S. Secret Service (USSS) that are in excess of current budgetary authority.

This work program is contingent upon authorizing action by the August Board of Examiners and the August Interim Finance Committee meetings.

Total Budgetary General Ledgers and Category Expenditures (AP) 11,100

sbruegge
Authorized Signature

07/09/18
Date

Controller's Office Approval

Does not require Interim Finance approval since Pending Interim Finance Approval of Contingency Request - August 2018 meeting

REPORT DATE AS OF: 07/02/2018
PROC ID: BSR_GEN_BBLS_REPORT

STATE OF NEVADA
Office of the State Controller

Summary Budget Status Report

Fiscal Year: 2018

Fund: 201 HIGHWAY FUND **Agency:** 651 HIGHWAY PATROL

Budget Account: 4713 HIGHWAY PATROL **Organization:** 0000 HIGHWAY PATROL

	YTD Actual	Work Program	Difference
Total Receipts/Funding	74,419,820.68	75,263,028.00	-843,207.32
Total Expenditures	68,770,819.26		
Total Encumbrances	515,190.76		
Total Pre-encumbrances	31,771.70		
Total Obligations	69,317,781.72	75,263,028.00	5,945,246.28
Realized Funding Available	5,102,038.96		

REPORT DATE AS OF: 07/02/2018
PROC ID: BSR_REC_FUND_SUM

STATE OF NEVADA
Office of the State Controller

Budget Status Report - Receipts/Funding

Fiscal Year: 2018

Fund: 201 HIGHWAY FUND **Agency:** 651 HIGHWAY PATROL

Budget Account: 4713 HIGHWAY PATROL **Organization:** 0000 HIGHWAY PATROL

	YTD Actual	Work Program	Difference
Total Receipts/Funding	74,419,820.68	75,263,028.00	-843,207.32

Code	Description	YTD Actual	Work Program	Difference
42	APPROPRIATIONS	70,249,328.00	70,249,328.00	.00
47	BEGINNING CASH	145,567.00	145,567.00	.00
3870	CHARGES FOR SERVICES - LEASES	75,980.00	85,080.00	-9,100.00
3871	CHARGE FOR SVC-RADIOS/VEHICLES	1,132.12	2,508.00	-1,375.88
4003	SALES OF EQUIPMENT	13,544.42	14,190.00	-645.58
4040	RECYCLEABLE MATERIAL SALES	579.00	2,363.00	-1,784.00
4200	INSURANCE RECOVERIES	173,414.43	78,683.00	94,731.43
4202	CONTRACT SERVICES REIMBURSMENT	2,595,646.35	2,774,022.00	-178,375.65
4203	PRIOR YR REFUNDS	1,610.48	5,820.00	-4,209.52
4211	HIDTA REIMBURSEMENT	39,706.68	100,053.00	-60,346.32
4213	US MARSHAL REIMBURSEMENT	13,608.77	16,633.00	-3,024.23
4214	DEA TASK FORCE REIMB	.00	4,246.00	-4,246.00
4354	ATTORNEY GENERAL REIMBURSEMENT	6,625.56	11,185.00	-4,559.44
4355	REIMBURSEMENT OF EXPENSE-MISC	15,598.54	1,438.00	14,160.54
4654	TRANS FROM INTERIM FINANCE	53,577.00	53,577.00	.00
4669	TRANS FROM OTHER B/A - MCSAP	251,047.68	218,448.00	32,599.68
4704	TRANS FROM TRANSPORTATION	176,656.28	381,723.00	-205,066.72
4725	TR FR HIGH LEVEL NUCLEAR WASTE	4,351.75	30,000.00	-25,648.25
4746	TRANS FROM EMERGENCY MGMT	28,504.78	31,470.00	-2,965.22
4757	TRANS FROM DPS JUSTICE ASSIST	249,548.00	249,548.00	.00
4763	TRANSFER FROM TRAFFIC SAFETY-C	176,797.24	444,731.00	-267,933.76
4764	TRAN FROM OTS - SPECIAL GRANTS	13,336.27	71,148.00	-57,811.73
4765	TRANS FROM TRAFFIC SAFETY - PI	.00	29,713.00	-29,713.00
4766	TRANSFER FROM TRAFFIC SAFETY-F	131,423.12	235,629.00	-104,205.88
4767	TRANS FROM OTS - TRAINING GRAN	2,237.21	25,925.00	-23,687.79

REPORT DATE AS OF: 07/02/2018
PROC ID: BSR_GEN_BCLS_REPORT

STATE OF NEVADA
Office of the State Controller

Budget Status Report - Obligations

Fiscal Year: 2018

Fund: 201 HIGHWAY FUND **Agency:** 651 HIGHWAY PATROL
Budget Account: 4713 HIGHWAY PATROL **Organization:** 0000 HIGHWAY PATROL

	YTD Actual	Work Program	Difference
Total Expenditures	68,770,819.26		
Total Encumbrances	515,190.76		
Total Pre-encumbrances	31,771.70		
Total Obligations	69,317,781.72	75,263,028.00	5,945,246.28

Category	Description	Expended	Encumbered	Pre-encumbered	Obligated	Work Program	Difference
01	PERSONNEL SERVICES	52,678,757.59	.00	.00	52,678,757.59	55,019,202.00	2,340,444.41
02	OUT OF STATE TRAVEL	15,417.56	.00	.00	15,417.56	24,663.00	9,245.44
03	IN STATE TRAVEL	78,984.07	.00	.00	78,984.07	90,435.00	11,450.93
04	OPERATING	3,611,557.90	176,813.10	22,420.60	3,810,791.60	4,305,518.00	494,726.40
08	LAB SERVICES	36,694.60	.00	.00	36,694.60	47,915.00	11,220.40
09	FORENSIC SERVICES CONTRACTS	408,411.45	.00	.00	408,411.45	498,238.00	89,826.55
10	NHP BODY CAMERAS	476,729.48	.00	.00	476,729.48	479,077.00	2,347.52
12	PRISONER EXTRADITIONS	7,738.86	.00	.00	7,738.86	11,185.00	3,446.14
13	HWY PATROL VEHICLES	710,003.00	6,624.17	.00	716,627.17	744,782.00	28,154.83
15	STAFF PHYSICALS	195,465.84	.00	.00	195,465.84	321,468.00	126,002.16
17	SERVICE WEAPON REPLACEMENTS	12,222.90	1,311.02	.00	13,533.92	14,836.00	1,302.08
18	RIFLE RESISTANT	89,078.23	.00	.00	89,078.23	119,464.00	30,385.77

	BALLISTIC VEST						
22	LAB CONTRACTS	558,596.70	.00	.00	558,596.70	615,771.00	57,174.30
23	OTS-DUI SATURATION GRANT	131,423.12	.00	.00	131,423.12	235,629.00	104,205.88
26	INFORMATION SERVICES	626,171.51	105,984.20	.00	732,155.71	789,272.00	57,116.29
29	UNIFORMS & SPECIALTY EQUIP	165,065.64	162,865.27	.00	327,930.91	378,357.00	50,426.09
30	TRAINING	49,770.38	.00	.00	49,770.38	67,695.00	17,924.62
32	DIGNITARY PROTECTION	65,533.42	.00	.00	65,533.42	71,411.00	5,877.58
33	OTS PUBLIC INFORMATION GRANT	13,596.27	.00	.00	13,596.27	29,713.00	16,116.73
34	CRASH FUND	121,537.86	4,800.00	.00	126,337.86	223,604.00	97,266.14
38	JOINING FORCES GRANT	177,413.64	.00	9,351.10	186,764.74	444,731.00	257,966.26
39	WASTE ISOLATION PILOT PROGRAM	5,664.28	15,595.00	.00	21,259.28	30,000.00	8,740.72
43	MOBILE DATA COMPUTERS	224,107.55	28,233.00	.00	252,340.55	381,723.00	129,382.45
45	HIDTA TASK FORCE	47,609.54	.00	.00	47,609.54	100,053.00	52,443.46
46	US MARSHAL JLEO ACTIVITY	9,593.37	.00	.00	9,593.37	16,633.00	7,039.63
48	DEA TASK FORCE	.00	.00	.00	.00	4,246.00	4,246.00
49	OCJA GRANTS	9,600.00	.00	.00	9,600.00	9,600.00	.00
50	RADIO COMMUNICATO NS	164,430.96	.00	.00	164,430.96	180,299.00	15,868.04
51	OTS-TRAINING GRANTS	6,550.42	12,965.00	.00	19,515.42	25,925.00	6,409.58
59	UTILITIES	7,434.12	.00	.00	7,434.12	18,808.00	11,373.88
81	DPS GENERAL SERVICE CST ALLCTN	4,358,071.00	.00	.00	4,358,071.00	4,914,187.00	556,116.00
82	INTRA-AGENCY COST ALLOCATION	2,919,242.00	.00	.00	2,919,242.00	3,076,031.00	156,789.00
84	REVERSION TO	.00	.00	.00	.00	1,184,211.00	1,184,211.0

	HIGHWAY FUND						0
87	PURCHASING ASSESSMENT	28,590.00	.00	.00	28,590.00	28,590.00	.00
88	STATE COST PLAN RECOVERY	286,874.00	.00	.00	286,874.00	286,874.00	.00
89	AG COST ALLOCATION PLAN	472,882.00	.00	.00	472,882.00	472,882.00	.00

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 09, 2018

To: Paul Nicks, Acting Director
Governor's Finance Office

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

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF PUBLIC SAFETY – RECORDS, COMMUNICATIONS AND COMPLIANCE DIVISION (RCCD)

Agenda Item Write-up:

Pursuant to NRS 353.268 the Division of Records, Communications and Compliance (RCCD) requests an allocation of $86,398 from the Interim Finance Contingency Account to support the addition of a Management Analyst III position responsible for the operations, development and implementation of the Sexual Assault Kit Initiative/Program (SAKI).

Additional Information:

AB 97 required the Nevada Attorney General to designate a department or division of the Executive Department of State Government to establish a statewide sexual assault forensic evidence kit tracking program. On May 21, 2018 and with the recommendation of the Sexual Assault Kit Working Group, the Attorney General designated the RCCD as the state agency responsible for establishing the program to track sexual assault forensic evidence kits.

To this point the Attorney General's (AG) Office has been overseeing the implementation of the SAKI tracking system. With this designation of the RCCD as the state agency responsible for the SAKI system implementation and operations, the AG Office is prepared to transfer the program to the RCCD.

The RCCD has evaluated the requirements of the task as outline in AB 97 and has indicated that it is willing to take over the management of the program but currently does not have the resources to take over

this task. In support of this request for an allocation from the Interim Finance Contingency Account the division has submitted work program C43367 detailing the estimated costs to support the program through fiscal year 2019. Continued funding for the program will be requested in the agency's 2019-21 biennial budget request.

Statutory Authority:

NRS 353.268

REVIEWED:_____

ACTION ITEM:_____

Brian Sandoval
Governor

Nevada Department of Public Safety

James M. Wright
Director

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

Memorandum

DATE: June 15, 2018

TO: Nicholas Trutanich, Chief of Staff, Attorney General's Office

FROM: James M. Wright, Director

SUBJECT: "SAKI" Tracking Software

Thank you for the opportunity to discuss the hand-over of the SAKI tracking system to Public Safety, and specifically the Division of Records, Communication and Compliance (RCCD) as it relates to designation of the State Coordinator and AB 97.

As was discussed on Tuesday 6/12/18, RCCD does not have the staff available to immediately take over the RFP and the installation of the program on your behalf. However, RCCD is preparing a work program to request contingency general funds to cover the cost of a program manager. If this position is approved it is possible that it could be filled and take part in the RFP.

It was understood that the Grant received by the AG's office will continue to pay the MSA to coordinate the RFP, and stand up the initial software system. In addition the grant will pay for the software for a period of approximately one year. In addition, Debbie Tanaka would inquire of the granting agency whether or not it is permissible for RCCD to manage the system after it has been stood up and still use the grant funding available. DPS further requests that should any savings to the system are realized the AG's office would request a change order to use the savings to further support the program which may be additional MSA hours.

In the meantime RCCD will continue to work closely with the MSA, and will be represented on the RFP board with two staff members. DPS looks forward to this continued partnership over the next year.

cc: Julie Butler, Mindy McKay, Sheri Brueggemann, Patty Cafferata, Debbie Tanaka, Lisa Basell

ADAM PAUL LAXALT
Attorney General

J. BRIN GIBSON
First Assistant Attorney General

NICHOLAS A. TRUTANICH
Chief of Staff

KETAN D. BHIRUD
General Counsel

STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
100 North Carson Street
Carson City, Nevada 89701

May 21, 2018

RECEIVED
MAY 23 2018
OFFICE OF THE DIRECTOR
DEPT. OF PUBLIC SAFETY

Via U.S. Mail

Director James Wright
Nevada Department of Public Safety
555 Wright Way
Carson City, Nevada 89701

Re: Sexual Assault Kit Tracking Program

Dear Director Wright:

This letter is to formally notify you that Attorney General Laxalt, on the recommendation of the Sexual Assault Kit Working Group, has designated the Department of Public Safety (DPS) to establish the program to track sexual assault forensic evidence kits, as required by AB 97.

For your convenience AB 97 Sec. 1.7. is attached.

As you know, our staffs have been working together to successfully transfer the tracking program to DPS. We will continue working together until the transfer is complete.

Thank you for your willingness to manage the tracking of the sexual assault kits in the future. This is an important project for the safety of Nevadans.

Sincerely,

Adam Paul Laxalt
Attorney General

APL:vjb

AB 97 Sec. 1.7.

1. A statewide program to track sexual assault forensic evidence kits must be established in this State. The Attorney General shall, pursuant to the recommendation of the Sexual Assault Kit Working Group, designate a department or division of the Executive Department of State Government to establish the program. The designated department or division may contract with any appropriate public or private agency, organization or institution to carry out the provisions of this section.
2. The program to track sexual assault forensic evidence kits must:
   (a) Track the location and status of sexual assault forensic evidence kits, including, without limitation, the initial forensic medical examination, receipt by a law enforcement agency and receipt and genetic marker analysis at a forensic laboratory.
   (b) Allow providers of health care who perform forensic medical examinations, law enforcement agencies, prosecutors, forensic laboratories and any other entities having sexual assault forensic evidence kits in their custody to track the status and location of sexual assault forensic evidence kits.
   (c) Allow a victim of sexual assault to anonymously track or receive updates regarding the status and location of his or her sexual assault forensic evidence kit.
3. The department or division designated pursuant to subsection 1 shall, on or before January 1 and July 1 of each year, submit to the Governor and the Director of the Legislative counsel Bureau for transmittal to the Subcommittee to Review DNA of the Advisory Commission on the Administration of Justice and post on the Internet website maintained by the department or division a report concerning the statewide program to track sexual assault forensic evidence kits. The report must include:
   (a) The number of sexual assault forensic evidence kits in the program in each county.
   (b) The number of sexual assault forensic evidence kits for which genetic marker analysis has been completed for each county for the last 6 months.
   (c) The number of sexual assault forensic evidence kits added to the program in each county during the last 6 months.

(d) The number of sexual assault forensic evidence kits for which genetic marker analysis has been requested but not completed for each county.

(e) For this State as a whole and each county, the average and median time between a forensic medical examination and receipt of a sexual assault forensic evidence kit by a forensic laboratory for genetic marker analysis, overall and for the last 6 months.

(f) For this State as a whole and each county, the average and median time between receipt of a sexual assault forensic evidence kit by a forensic laboratory and genetic marker analysis, overall and for the last 6 months.

(g) The number of sexual assault forensic evidence kits in each county awaiting genetic marker analysis for more than 1 year and 6 months after forensic medical examination.

4. Each law enforcement agency, prosecutor, forensic laboratory and provider of health care who performs forensic medical examinations in this State shall participate in the statewide program to track sexual assault forensic evidence kits for the purpose of tracking the status of any sexual assault forensic evidence kits in the custody of the agency, prosecutor, laboratory or provider, or a third party under contract with such agency, prosecutor, laboratory or provider.
5. Any agency or person who acts pursuant to this section in good faith and without gross negligence is immune from civil liability for those acts.
6. The department or division designated pursuant to subsection 1 may apply for and accept any gift, donation, bequest, grant or other source of money to carry out the provisions of this section.

Assembly Bill No. 97–Assemblymen
Benitez-Thompson and Yeager

Joint Sponsor: Senator Ford

CHAPTER.....

AN ACT relating to crimes; requiring a law enforcement agency to submit certain sexual assault forensic evidence kits to a forensic laboratory within a certain period after receipt thereof; requiring a forensic laboratory to test sexual assault forensic evidence kits within a certain period after receipt thereof and to report certain information concerning sexual assault forensic evidence kits on an annual basis; requiring the Attorney General to designate a department or division of the Executive Department of State Government to establish a statewide sexual assault forensic evidence kit tracking program; making various changes to the Subcommittee to Review Arrestee DNA of the Advisory Commission on the Administration of Justice; authorizing a county to be reimbursed from the Fund for the Compensation of Victims of Crime for the payment of costs associated with forensic medical examinations of victims of sexual assault; making an appropriation; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Section 1.3 of this bill requires a law enforcement agency to submit a sexual assault forensic evidence kit (hereinafter "SAFE kit") to the applicable forensic laboratory responsible for conducting a genetic marker analysis not later than 30 days after receiving the SAFE kit. Such a requirement does not apply with regard to any noninvestigatory SAFE kit associated with a victim who has chosen to remain anonymous. **Section 1.3** also requires each forensic laboratory that receives a SAFE kit from a law enforcement agency to: (1) test the SAFE kit not later than 120 days after receiving the SAFE kit; and (2) upon completion of a genetic marker analysis, include the DNA profile obtained from the genetic marker analysis in the State DNA Database and the Federal Bureau of Investigation's Combined DNA Index System. **Section 1.3** further requires each forensic laboratory to submit a report annually to the Director of the Legislative Counsel Bureau, for transmittal to the next session of the Legislature or to the Legislative Commission, as applicable. The report must include certain information concerning SAFE kits received by the forensic laboratory, depending on whether a SAFE kit was received by the forensic laboratory before January 1, 2015, or on or after January 1, 2015.

Section 1.7 of this bill requires the Attorney General to designate a department or division of the Executive Department of State Government to establish a statewide program to track SAFE kits. **Section 1.7**: (1) requires the designated department or division to submit to the Governor and the Director of the Legislative Counsel Bureau, for transmittal to a Subcommittee of the Advisory Commission on the Administration of Justice, biannual reports concerning the program; and (2) authorizes the designated department or division to apply for and accept any gift,

donation, bequest, grant or other source of money to carry out the provisions relating to the program. **Section 1.7** also requires each law enforcement agency, prosecutor, forensic laboratory and provider of health care who performs forensic medical examinations in this State to participate in the program and provides immunity from civil liability to any agency or person who participates in the program in good faith and without gross negligence.

Existing law establishes the Subcommittee to Review Arrestee DNA of the Advisory Commission on the Administration of Justice and requires the Subcommittee to evaluate, review and submit a report to the Commission regarding certain issues relating to arrestee DNA. (NRS 176.01246) **Section 3.1** of this bill: (1) revises the name of the Subcommittee to reflect the broader duties assigned pursuant to this bill; and (2) requires the Subcommittee to additionally evaluate, review and submit a report to the Commission regarding the submittal, storage and testing of SAFE kits.

Existing law requires a county in whose jurisdiction a sexual assault is committed to pay any costs incurred by a hospital for the forensic medical examination of the victim of the sexual assault. (NRS 217.300) Existing law also authorizes a compensation officer of the Department of Administration to order the payment of compensation from the Fund for the Compensation of Victims of Crime to or for the benefit of victims of certain crimes or to certain other specified persons. (NRS 217.033, 217.160, 217.260) **Section 3.3** of this bill additionally authorizes a compensation officer to order the payment of compensation to a county for the reimbursement of costs associated with conducting forensic medical examinations of victims of sexual assault that are paid by the county, in an amount equal to the cost of 10 forensic medical examinations or $10,000, whichever is less, each fiscal year.

Section 3.7 of this bill makes an appropriation of $3,000,000 to the Office of the Attorney General to be allocated pursuant to an interlocal agreement to a public entity for the purpose of making payments to forensic laboratories to reduce the backlog of sexual assault forensic evidence kits that have not been tested.

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

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

Section 1. Chapter 200 of NRS is hereby amended by adding thereto the provisions set forth as sections 1.3 and 1.7 of this act.

Sec. 1.3. ***1. Except as otherwise provided in this subsection, a law enforcement agency shall, not later than 30 days after receiving a sexual assault forensic evidence kit, submit the sexual assault forensic evidence kit to the applicable forensic laboratory responsible for conducting a genetic marker analysis. The provisions of this subsection do not apply to any noninvestigatory sexual assault forensic evidence kit associated with a victim who has chosen to remain anonymous.***

2. A forensic laboratory shall, not later than 120 days after receiving a sexual assault forensic evidence kit from a law

enforcement agency, test the sexual assault forensic evidence kit. Upon completion of a genetic marker analysis, the forensic laboratory shall include the DNA profile obtained from the genetic marker analysis in the State DNA Database and CODIS.

3. Each forensic laboratory that receives a sexual assault forensic evidence kit from a law enforcement agency shall, on or before January 31 of each year, submit a report to the Director of the Legislative Counsel Bureau for transmittal to the Legislature, if the Legislature is in session, or to the Legislative Commission, if the Legislature is not in session. If the Legislature is in session, the Director shall ensure that each member of the Assembly and Senate Standing Committees on Judiciary receives a copy of the report. The report must contain:

(a) With regard to any sexual assault forensic evidence kit received by the forensic laboratory before January 1, 2015:

(1) The total number of such sexual assault forensic evidence kits tested during the immediately preceding calendar year; and

(2) The total number of such sexual assault forensic evidence kits that have not been tested.

(b) With regard to any sexual assault forensic evidence kit received by the forensic laboratory on or after January 1, 2015:

(1) The total number of such sexual assault forensic evidence kits tested during the immediately preceding calendar year and, for each such sexual assault forensic evidence kit, the date on which:

(I) The forensic evidence was obtained from a forensic medical examination;

(II) The sexual assault forensic evidence kit was submitted to the forensic laboratory; and

(III) The DNA profile obtained from the genetic marker analysis was included in the State DNA Database and CODIS.

(2) The total number of such sexual assault forensic evidence kits that have not been tested and, for each such sexual assault forensic evidence kit, the date on which:

(I) The forensic evidence was obtained from a forensic medical examination; and

(II) The sexual assault forensic evidence kit was submitted to the forensic laboratory.

4. As used in this section:

(a) "CODIS" has the meaning ascribed to it in NRS 176.09113.

(b) "State DNA Database" has the meaning ascribed to it in NRS 176.09119.

Sec. 1.7. *1. A statewide program to track sexual assault forensic evidence kits must be established in this State. The Attorney General shall, pursuant to the recommendation of the Sexual Assault Kit Working Group, designate a department or division of the Executive Department of State Government to establish the program. The designated department or division may contract with any appropriate public or private agency, organization or institution to carry out the provisions of this section.*

2. The program to track sexual assault forensic evidence kits must:

(a) Track the location and status of sexual assault forensic evidence kits, including, without limitation, the initial forensic medical examination, receipt by a law enforcement agency and receipt and genetic marker analysis at a forensic laboratory.

(b) Allow providers of health care who perform forensic medical examinations, law enforcement agencies, prosecutors, forensic laboratories and any other entities having sexual assault forensic evidence kits in their custody to track the status and location of sexual assault forensic evidence kits.

(c) Allow a victim of sexual assault to anonymously track or receive updates regarding the status and location of his or her sexual assault forensic evidence kit.

3. The department or division designated pursuant to subsection 1 shall, on or before January 1 and July 1 of each year, submit to the Governor and the Director of the Legislative Counsel Bureau for transmittal to the Subcommittee to Review DNA of the Advisory Commission on the Administration of Justice and post on the Internet website maintained by the department or division a report concerning the statewide program to track sexual assault forensic evidence kits. The report must include:

(a) The number of sexual assault forensic evidence kits in the program in each county.

(b) The number of sexual assault forensic evidence kits for which genetic marker analysis has been completed for each county for the last 6 months.

(c) The number of sexual assault forensic evidence kits added to the program in each county during the last 6 months.

(d) The number of sexual assault forensic evidence kits for which genetic marker analysis has been requested but not completed for each county.

(e) For this State as a whole and each county, the average and median time between a forensic medical examination and receipt of a sexual assault forensic evidence kit by a forensic laboratory for genetic marker analysis, overall and for the last 6 months.

(f) For this State as a whole and each county, the average and median time between receipt of a sexual assault forensic evidence kit by a forensic laboratory and genetic marker analysis, overall and for the last 6 months.

(g) The number of sexual assault forensic evidence kits in each county awaiting genetic marker analysis for more than 1 year and 6 months after forensic medical examination.

4. Each law enforcement agency, prosecutor, forensic laboratory and provider of health care who performs forensic medical examinations in this State shall participate in the statewide program to track sexual assault forensic evidence kits for the purpose of tracking the status of any sexual assault forensic evidence kits in the custody of the agency, prosecutor, laboratory or provider, or a third party under contract with such agency, prosecutor, laboratory or provider.

5. Any agency or person who acts pursuant to this section in good faith and without gross negligence is immune from civil liability for those acts.

6. The department or division designated pursuant to subsection 1 may apply for and accept any gift, donation, bequest, grant or other source of money to carry out the provisions of this section.

7. As used in this section, "Sexual Assault Kit Working Group" means the statewide working group led by the Office of the Attorney General to create policies and procedures to address the backlog of sexual assault forensic evidence kits that have not been tested.

Sec. 2. NRS 200.364 is hereby amended to read as follows:

200.364 As used in NRS 200.364 to 200.3784, inclusive, ***and section 1.3 of this act,*** unless the context otherwise requires:

1. ***"Forensic laboratory" has the meaning ascribed to it in NRS 176.09117.***

2. "Forensic medical examination" has the meaning ascribed to it in NRS 217.300.

3. "Genetic marker analysis" has the meaning ascribed to it in NRS 176.09118.

4. "Offense involving a pupil" means any of the following offenses:

(a) Sexual conduct between certain employees of a school or volunteers at a school and a pupil pursuant to NRS 201.540.

(b) Sexual conduct between certain employees of a college or university and a student pursuant to NRS 201.550.

~~[2.]~~ *5.* "Perpetrator" means a person who commits a sexual offense, an offense involving a pupil or sex trafficking.

~~[3.]~~ *6.* "Sex trafficking" means a violation of subsection 2 of NRS 201.300.

~~[4.]~~ *7. "Sexual assault forensic evidence kit" means the forensic evidence obtained from a forensic medical examination.*

8. "Sexual offense" means any of the following offenses:

(a) Sexual assault pursuant to NRS 200.366.

(b) Statutory sexual seduction pursuant to NRS 200.368.

~~[5.]~~ *9.* "Sexual penetration" means cunnilingus, fellatio, or any intrusion, however slight, of any part of a person's body or any object manipulated or inserted by a person into the genital or anal openings of the body of another, including sexual intercourse in its ordinary meaning. The term does not include any such conduct for medical purposes.

~~[6.]~~ *10.* "Statutory sexual seduction" means ordinary sexual intercourse, anal intercourse or sexual penetration committed by a person 18 years of age or older with a person who is 14 or 15 years of age and who is at least 4 years younger than the perpetrator.

~~[7.]~~ *11.* "Victim" means a person who is a victim of a sexual offense, an offense involving a pupil or sex trafficking.

12. "Victim of sexual assault" has the meaning ascribed to it in NRS 217.280.

Sec. 2.5. NRS 200.364 is hereby amended to read as follows:

200.364 As used in NRS 200.364 to 200.3784, inclusive, and ~~[section]~~ *sections* 1.3 *and 1.7* of this act, unless the context otherwise requires:

1. "Forensic laboratory" has the meaning ascribed to it in NRS 176.09117.

2. "Forensic medical examination" has the meaning ascribed to it in NRS 217.300.

3. "Genetic marker analysis" has the meaning ascribed to it in NRS 176.09118.

4. "Offense involving a pupil" means any of the following offenses:

(a) Sexual conduct between certain employees of a school or volunteers at a school and a pupil pursuant to NRS 201.540.

(b) Sexual conduct between certain employees of a college or university and a student pursuant to NRS 201.550.

5. "Perpetrator" means a person who commits a sexual offense, an offense involving a pupil or sex trafficking.

6. "Sex trafficking" means a violation of subsection 2 of NRS 201.300.

7. "Sexual assault forensic evidence kit" means the forensic evidence obtained from a forensic medical examination.

8. "Sexual offense" means any of the following offenses:

(a) Sexual assault pursuant to NRS 200.366.

(b) Statutory sexual seduction pursuant to NRS 200.368.

9. "Sexual penetration" means cunnilingus, fellatio, or any intrusion, however slight, of any part of a person's body or any object manipulated or inserted by a person into the genital or anal openings of the body of another, including sexual intercourse in its ordinary meaning. The term does not include any such conduct for medical purposes.

10. "Statutory sexual seduction" means ordinary sexual intercourse, anal intercourse or sexual penetration committed by a person 18 years of age or older with a person who is 14 or 15 years of age and who is at least 4 years younger than the perpetrator.

11. "Victim" means a person who is a victim of a sexual offense, an offense involving a pupil or sex trafficking.

12. "Victim of sexual assault" has the meaning ascribed to it in NRS 217.280.

Sec. 3. (Deleted by amendment.)

Sec. 3.1. NRS 176.01246 is hereby amended to read as follows:

176.01246 1. There is hereby created the Subcommittee to Review ~~[Arrestee]~~ DNA of the Commission.

2. The Chair of the Commission shall appoint the members of the Subcommittee which must include, without limitation:

(a) A member experienced in defending criminal actions.

(b) A member of a minority community organization whose mission includes the protection of civil rights for minorities.

3. The Chair of the Commission shall designate one of the members of the Subcommittee as Chair of the Subcommittee.

4. The Subcommittee shall meet at the times and places specified by a call of the Chair. A majority of the members of the Subcommittee constitutes a quorum, and a quorum may exercise any power or authority conferred on the Subcommittee.

5. The Subcommittee shall consider issues relating to DNA ~~[of arrested persons]~~ and shall evaluate, review and submit a report to the Commission with recommendations concerning such issues. The

issues considered by the Subcommittee and the report submitted by the Subcommittee must include, without limitation:

(a) The costs and procedures relating to the methods, implementation and utilization of the provisions for the destruction of biological specimens and purging of DNA profiles and DNA records of arrested persons; ~~[and]~~

(b) The collection and review of information concerning the number of requests for the destruction of biological specimens and purging of DNA profiles and DNA records of arrested persons and the number and percentage of such requests that are denied ~~[.]~~ ***; and***

(c) The submittal, storage and testing of sexual assault forensic evidence kits, including, without limitation, the review of any report required pursuant to section 1.7 of this act.

6. Any Legislators who are members of the Subcommittee are entitled to receive the salary provided for a majority of the members of the Legislature during the first 60 days of the preceding session for each day's attendance at a meeting of the Subcommittee.

7. While engaged in the business of the Subcommittee, to the extent of legislative appropriation, each member of the Subcommittee is entitled to receive the per diem allowance and travel expenses as provided for state officers and employees generally.

8. As used in this section:

(a) "Biological specimen" has the meaning ascribed to it in NRS 176.09112.

(b) "DNA" has the meaning ascribed to it in NRS 176.09114.

(c) "DNA profile" has the meaning ascribed to it in NRS 176.09115.

(d) "DNA record" has the meaning ascribed to it in NRS 176.09116.

(e) "Sexual assault forensic evidence kit" has the meaning ascribed to it in NRS 200.364.

Sec. 3.3. NRS 217.160 is hereby amended to read as follows:

217.160 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 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.

(f) To a county in whose jurisdiction a sexual assault was committed for the reimbursement of costs associated with a forensic medical examination of a victim of sexual assault that are paid by the county pursuant to NRS 217.300. A county may be reimbursed pursuant to this paragraph in an amount equal to the cost of 10 forensic medical examinations or $10,000, whichever is less, each fiscal year.

2. As used in this section:

(a) "Battery" has the meaning ascribed to it in paragraph (a) of subsection 1 of NRS 200.481.

(b) ***"Forensic medical examination" has the meaning ascribed to it in NRS 217.300.***

(c) "Household" means an association of persons who live in the same home or dwelling and who:

(1) Have significant personal ties to the victim; or

(2) Are related by blood, adoption or marriage, within the first degree of consanguinity or affinity.

~~[(c)]~~ ***(d)*** "Immediate family" means persons who are related by blood, adoption or marriage, within the first degree of consanguinity or affinity.

(e) "Victim of sexual assault" has the meaning ascribed to it in NRS 217.280.

Sec. 3.7. There is hereby appropriated from the State General Fund to the Office of the Attorney General the sum of $3,000,000 to be allocated pursuant to an interlocal agreement to a public entity for the purpose of making payments to forensic laboratories to reduce the backlog of sexual assault forensic evidence kits that have not been tested.

Sec. 4. 1. The amendatory provisions of:

(a) Subsections 1 and 2 of section 1.3 of this act apply to any sexual assault forensic evidence kit received by a forensic laboratory from a law enforcement agency on or after October 1, 2017.

(b) Section 3.3 of this act apply to costs associated with a forensic medical examination of a victim of sexual assault that are paid by a county on or after October 1, 2017.

2. Each forensic laboratory shall, on or before January 31, 2018, submit its first report to the Legislative Commission.

3. As used in this section:

(a) "Forensic laboratory" has the meaning ascribed to it in NRS 176.09117.

(b) "Forensic medical examination" has the meaning ascribed to it in NRS 217.300.

(c) "Sexual assault forensic evidence kit" has the meaning ascribed to it in NRS 200.364, as amended by section 2 of this act.

(d) "Victim of sexual assault" has the meaning ascribed to it in NRS 217.280.

Sec. 4.5. The department or division designated by the Attorney General pursuant to section 1.7 of this act to establish a statewide program to track sexual assault forensic evidence kits shall, on or before July 1, 2021, submit to the Governor and the Subcommittee to Review DNA of the Advisory Commission on the Administration of Justice created by NRS 176.01246, as amended by section 3.1 of this act, a report concerning the status of the program and a plan for launching the program, including a plan for phased implementation.

Sec. 5. The provisions of subsection 1 of NRS 218D.380 do not apply to any provision of this act which adds or revises a requirement to submit a report to the Legislature.

Sec. 6. The provisions of NRS 354.599 do not apply to any additional expenses of a local government that are related to the provisions of this act.

Sec. 7. (Deleted by amendment.)

Sec. 8. 1. This section and sections 1, 1.3, 2, 3.3 to 4, inclusive, 5 and 6 of this act become effective on October 1, 2017.

2. Sections 1.7, 2.5, 3.1 and 4.5 of this bill become effective on January 1, 2021.

State of Nevada Work Program

WP Number: C43367

FY 2019

[ ] Add Original Work Program [XXX] Modify Work Program

BUDGET DIVISION USE ONLY
DATE
APPROVED ON BEHALF OF THE GOVERNOR BY

DATE	FUND	AGENCY	BUDGET	DEPT/DIV/BUDGET NAME
06/22/18	101	655	4709	DPS-CENTRAL REP FOR NV RECORDS OF CRIMINAL HISTORY

Funds Available

Budgetary GLs (2501 - 2599)	Description	WP Amount	Revenue GLs (3000 - 4999)	Description	WP Amount	Current Authority	Revised Authority
			4654	TRANSFER FROM INTERIM FINANCE	86,398	0	86,398
Subtotal Budgetary General Ledgers		0	Subtotal Revenue General Ledgers(RB)		86,398		86,398
			Total Budgetary & Revenue GLs		86,398		

Expenditures

CAT	Amount
01	74,522
04	6,005
05	2,336
26	3,535

CAT	Amount

Sub Total Category Expenditures: 86,398

Remarks

This work program requests the addition of Contingency Fund Appropriation to support the development and implementation of the state's Sexual Assault Kit Initiative/Program pursuant to Assembly Bill 97, Section 1.7.1 of the 2017 Legislative Session. The Department of Public Safety has been designated by the Nevada Attorney General as the state agency responsible for establishing the statewide program to track sexual assault forensic evidence kits.

This work program is contingency upon approval of the division's Interim Finance Contingency request.

Total Budgetary General Ledgers and Category Expenditures (AP) 86,398

jdibasil
Authorized Signature

06/26/18
Date

Controller's Office Approval

Requires Interim Finance approval since WP includes new positions

STATE OF NEVADA
DPS-RECORDS, COMMUNICATIONS, AND COMPLIANCE

Budget Account 4709 - DPS-CENTRAL REP FOR NV RECORDS OF CRIMINAL HISTORY
Work Program C43367
Fiscal Year 2019

Submitted June 26, 2018

Budget Account's Primary Purpose, Function and Statutory Authority

The Central Repository for Nevada Records of Criminal History is administered by the Department of Public Safety Records Bureau and administers the Nevada Criminal Justice Information System (NCJIS), which serves as the state's clearinghouse for criminal history record information and crime statistics. The system provides information and activities that support a wide variety of public safety interests and functions as the information portal through which law enforcement agencies statewide accesses criminal history record information from the Federal Bureau of Investigation (FBI) and other national and state criminal history databases. The bureau is a member of the Western Identification Network, a regional consortium of eight western states that share fingerprint images and criminal history record information and participates in the FBI's Interstate Identification Index and in the National Crime Prevention and Privacy Compact for the release of criminal history record information for non-criminal justice purposes. The bureau is further designated as the Chief Law Enforcement Official for the purposes of administering the Brady Handgun Violence Prevention Act of 1993.

The repository includes the Uniform Crime Reporting program; the Point-of-Contact firearms program (Brady); the Nevada Domestic Violence Protection Order Registry; the Nevada Sex Offender Registry; the Civil Name Check Program and the Program Development and Compliance Unit. Statutory Authority: NRS 179A and 179D.

Purpose of Work Program

This work program requests the addition of Contingency Fund Appropriation to support the development and implementation of the state's Sexual Assault Kit Initiative/Program pursuant to Assembly Bill 97, Section 1.7.1 of the 2017 Legislative Session. The Department of Public Safety has been designated by the Nevada Attorney General as the state agency responsible for establishing the statewide program to track sexual assault forensic evidence kits.

This work program is contingency upon approval of the division's Interim Finance Contingency request.

Justification

AB97 of the 2017 Legislative Session required the Attorney General to designate a department or division of the Executive Department of State Government to establish a statewide program to track Sexual Assault Forensic Evidence (SAFE) kits for the backlog of over 8,000 kits and future tracking of kits as they are received. The Attorney General, on May 21, 2018, has designated the Department of Public Safety (DPS) as the SAFE kit program administrator. DPS has designated the Records, Communications and Compliance Division (RCCD) as the division that will provide the programmatic requirements of AB97.

During the interim of RCCD taking over complete responsibility of the SAFE kit program, the Office of the Attorney General (OAG) is currently underway with the establishment of policies for collecting evidence and development of a Request for Proposal (RFP) to procure a system to track the status of all sexual assault kits for which a police report has been filed. This system must be established in the state by the year 2021 per mandates of AB97.

This work program requests General Fund Contingency for one full time employee. This employee will be a Management Analyst III position that will be responsible for the daily operations of the SAFE kit program and the system that is procured for tracking the statewide SAFE kits distributed. Additionally, this position will complete all the necessary reporting requirements per AB97, planning and establishing program changes and procedures that will be needed to meet the necessary requirements of AB97 and also for determining if any new personnel and/or associated resources will be required as this program is implemented per the requirements of the bill.

Expected Benefits to be Realized

With the RCCD's designation as the division to oversee this statewide tracking system the expected benefit will be to have staff's involvement at the front-end or establishment and procurement of the tracking system and program operations. Given that this program is moving forward at a considerable pace, currently in the midst of the RFP development process, it would be advantageous for RCCD to have staff on board as soon as possible to gain the knowledge and understanding of the initiative and purpose of the SAFE kit implementation considering their future responsibility and oversight of this program.

The OAG has established several working groups relating to the SAFE Kit Program. It is RCCDs intent to have the incumbent for the MAIII position, if approved, attend these working groups in order to have a complete understanding of all aspects and their future role for this program prior to the transition from OAG to DPS-RCCD.

During a Safe Kit Project meeting on June 12, 2018 the OAG has asked DPS-RCCD to take over the SAFE Kit Program immediately; however DPS-RCCD had to request a delay with assuming any immediate responsibility as RCCD does not have the resources available to dedicate the level of time required to take over complete responsibility and management of this project.

With the addition of the MAIII the division will have a dedicated staff member to build or expand upon the current framework such as program procedures, performance measures, policies already in place and to attend on-going meetings held by the various working groups established by the OAG for the implementation of the SAFE kit program. The division is currently covering these duties with staff who are assigned to other RCCD program areas which causes a hardship on the other division programs.

Explanation of Projections and Documentation

NEBS 2019 Legislative Approved 4709 budget summary report, state fiscal year (SFY) 2019 fund map, NPD 19 for additional position, 9015, proposed organizational chart, NEBS 210 report with associated position costs, NEBS 130 position report, NEBS 990 vendor schedules report, AB97 of the 2017 Legislative Session as passed, and letter of designation dated May 21, 2018 and letter to Board of Examiners requesting Contingency Account Funds dated June 20, 2018.

New Positions: Yes

Summary of Alternatives and Why Current Proposal is Preferred

The current proposal is preferred as it will allow the division to hire staff for the implementation and the transition of the management and oversight of the SAFE kit program as designated by the Attorney General per AB97 of the 2017 Legislative Session. The alternative would be to postpone this request and submit for approval during the 2019 Legislative Session however waiting for this timeframe to submit the work program would not allow the division the ability to have staff in place at the beginning and critical time of this new program during procurement of a software program that they will be managing.

REQUESTS FOR THE ALLOCATION AND DISBURSEMENT OF FUNDS FOR SALARY ADJUSTMENTS

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

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

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
2987	NSHE-University of Nevada, Las Vegas	$1,141,324	
2988	NSHE-Intercollegiate Athletics-UNLV	$8,655	
2992	NSHE-UNLV Law School	$158,369	
3001	NSHE –Statewide Programs - UNLV	$8,177	
3002	NSHE – UNLV Dental School	$162,056	
3004	NSHE – Business Center South	$19,663	
3014	NSHE- UNLV School of Medicine	$66,638	
	Total	**$1,564,882**	

NSHE Salary Adjustment Funds Request: FY 2018

Institution: NSHE - UNIVERSITY OF NEVADA, LAS VEGAS
Budget Account: 2987

Phase 1: Eligibility Determination: if BOR approved budget is less than L01 (by position type), then not eligible for Salary Adjustment Funds

	Budgeted		
	FY 2018 L01	**FY 2018 BOR Oper**	**Difference**
Professional	133,817,692.00	143,700,446.00	9,882,754.00
Classified	26,066,627.00	27,373,924.00	1,307,297.00
Fringe	50,378,582.00	53,570,491.00	3,191,909.00
Wages	1,503,308.00	1,408,073.00	(95,235.00)
Grad Assistants	11,623,105.00	12,761,051.00	1,137,946.00
LOA/Pooled	6,482,528.00	6,334,202.00	(148,326.00)
Operating/Other	54,146,904.00	44,451,017.00	(9,695,887.00)
Total	**284,018,746.00**	**289,599,204.00**	**5,580,458.00**

Phase 2: Demonstrate Financial Need
Required documentation: reports generated in Adavantage and Workday to substantiate reported expenditures and projections.

Personnel Expenses	**Actual July - Sept 2017**	**Actual Oct 2017 - xxx 2018**	**Projected (through FYE)**	**Total**
Professional	48,189,247.58	72,351,693.16	34,695,866.45	155,236,807.19
Classified	7,048,512.99	15,459,562.79	6,331,550.18	28,839,625.96
Fringe	15,216,742.13	28,396,426.26	11,869,702.70	55,482,871.09
Subtotal: Personnel Costs	70,454,502.70	116,207,682.21	52,897,119.33	239,559,304.24

Excluded Expenses	**Actual July - Sept 2017**	**Actual Oct 2017 - xxx 2018**	**Projected (through FYE)**	**Total**
New FTE (not in L01)	704,653.45	1,940,346.88	790,456.38	3,435,456.71
Excluded Positions (LOAs, Reclass)	-	6,482,528.00	-	6,482,528.00
Overtime	306,855.92	12,525.24	-	319,381.16
Terminal/Retirement Payouts	1,182,218.10	654,477.63	-	1,836,695.73
Other Addt'l Payroll Adjust	-	1,052,287.98	-	1,052,287.98
Fringe on Excluded Expenses	786,235.78	1,399,343.08	355,959.66	2,541,538.52
Subtotal: Excluded Expenses	2,979,963.25	11,541,508.81	1,146,416.04	15,667,888.10
Total				**223,891,416.14**
L01 Approved Personnel Exp				210,262,901.00
Salary Adjustment Request				**(13,628,515.14)**

Requested Amount	**4,565,294.00**

100% Salary Adjust	**5,706,618**
Less June BOE Request	**4,565,294**
	1,141,324

21,419,115.19

Institution: NSHE - INTERCOLLEGIATE ATHLETICS - UNLV
Budget Account: 2988

Phase 1: Eligibility Determination: if BOR approved budget is less than L01 (by position type), then not eligible for Salary Adjustment Funds

	Budgeted		
	FY 2018 L01	FY 2018 BOR Oper	Difference
Professional	1,094,377.00	1,141,827.00	47,450.00
Classified	43,024.00	42,351.00	(673.00)
Fringe	376,474.00	382,117.00	5,643.00
Wages	-	-	-
LOA/Pooled	-	-	-
Operating/Other	6,286,943.00	6,273,593.00	(13,350.00)
Total	**7,800,818.00**	**7,839,888.00**	**39,070.00**

Phase 2: Demonstrate Financial Need
Required documentation: reports generated in Adavantage and Workday to substantiate reported expenditures and projections.

Personnel Expenses	**Actual July - Sept 2017**	**Actual Oct 2017 - xxx 2018**	**Projected (through FYE)**	**Total**
Professional	436,557.13	612,464.44	230,520.66	1,279,542.23
Classified	11,023.77	24,599.70	11,076.48	46,699.95
Fringe	137,749.61	216,334.59	79,667.28	433,751.48
Subtotal: Personnel Costs	585,330.51	853,398.73	321,264.42	1,759,993.66
Excluded Expenses	**Actual July - Sept 2017**	**Actual Oct 2017 - xxx 2018**	**Projected (through FYE)**	**Total**
New FTE (not in L01)	-	-	-	-
Excluded Positions (LOAs, Reclass)	-	-	-	-
Overtime	-	-	-	-
Terminal/Retirement Payouts	-	-	-	-
Other Addt'l Payroll Adjust	-	-	-	-
Fringe on Excluded Expenses	32.62	228.38	-	261.00
Subtotal: Excluded Expenses	32.62	228.38	-	261.00
Total				**1,759,732.66**
L01 Approved Personnel Exp				1,513,875.00
Salary Adjustment Request				**(245,857.66)**

Requested Amount	**31,257.00**

100% Salary Adjust	**39,912**
Less June BOE Request	**31,257**
	8,655

NSHE Salary Adjustment Funds Request: FY 2018

Institution: NSHE - UNLV LAW SCHOOL
Budget Account: 2992

Phase 1: Eligibility Determination: if BOR approved budget is less than L01 (by position type), then not eligible for Salary Adjustment Funds

	Budgeted		
	FY 2018 L01	**FY 2018 BOR Oper**	**Difference**
Professional	7,752,125.00	7,871,356.00	119,231.00
Classified	816,431.00	834,832.00	18,401.00
Fringe	2,352,821.00	2,369,475.00	16,654.00
Wages	157,400.00	157,400.00	-
LOA/Pooled	-	45,971.00	45,971.00
Operating/Other	3,498,138.00	3,595,922.00	97,784.00
Total	**14,576,915.00**	**14,874,956.00**	**298,041.00**

Phase 2: Demonstrate Financial Need
Required documentation: reports generated in Adavantage and Workday to substantiate reported expenditures and projections.

Personnel Expenses	**Actual July - Sept 2017**	**Actual Oct 2017 - xxx 2018**	**Projected (through FYE)**	**Total**
Professional	2,614,730.42	4,239,065.77	2,069,076.30	8,922,872.49
Classified	203,722.19	483,748.27	232,653.21	920,123.67
Fringe	674,546.40	1,337,861.22	582,819.50	2,595,227.12
Subtotal: Personnel Costs	3,492,999.01	6,060,675.26	2,884,549.01	12,438,223.28
Excluded Expenses	**Actual July - Sept 2017**	**Actual Oct 2017 - xxx 2018**	**Projected (through FYE)**	**Total**
New FTE (not in L01)	-	-	-	-
Excluded Positions (LOAs, Reclass)	-	-	-	-
Overtime	3,740.55	-	-	3,740.55
Terminal/Retirement Payouts	2,995.97	1,727.13	-	4,723.10
Other Addt'l Payroll Adjust	-	5,519.02	-	5,519.02
Fringe on Excluded Expenses	2,483.26	4,995.51	1,276.55	8,755.32
Subtotal: Excluded Expenses	9,219.78	12,241.66	1,276.55	22,737.99
Total				**12,415,485.30**
L01 Approved Personnel Exp				10,921,377.00
Salary Adjustment Request				**(1,494,108.30)**

Requested Amount	**144,558.00**
100% Salary Adjust	**302,927**
Less June BOE Request	**144,558**
	158,369

NSHE Salary Adjustment Funds Request: FY 2018

Institution: NSHE - STATEWIDE PROGRAMS - UNLV
Budget Account: 3001

Phase 1: Eligibility Determination: if BOR approved budget is less than L01 (by position type), then not eligible for Salary Adjustment Funds

	Budgeted		
	FY 2018 L01	**FY 2018 BOR Oper**	**Difference**
Professional	1,113,714.00	1,195,949.00	82,235.00
Classified	49,047.00	50,509.00	1,462.00
Fringe	341,352.00	356,644.00	15,292.00
Wages	8,000.00	8,000.00	-
LOA/Pooled	-	6,000.00	6,000.00
Operating/Other	2,205,818.00	2,140,770.00	(65,048.00)
Total	**3,717,931.00**	**3,757,872.00**	**39,941.00**

Phase 2: Demonstrate Financial Need
Required documentation: reports generated in Adavantage and Workday to substantiate reported expenditures and projections.

Personnel Expenses	**Actual July - Sept 2017**	**Actual Oct 2017 - xxx 2018**	**Projected (through FYE)**	**Total**
Professional	422,028.84	573,562.08	302,630.28	1,298,221.20
Classified	12,566.28	27,358.91	12,627.18	52,552.37
Fringe	112,885.70	177,780.59	82,438.16	373,104.45
Subtotal: Personnel Costs	547,480.82	778,701.58	397,695.62	1,723,878.02
Excluded Expenses	**Actual July - Sept 2017**	**Actual Oct 2017 - xxx 2018**	**Projected (through FYE)**	**Total**
New FTE (not in L01)	-	-	-	-
Excluded Positions (LOAs, Reclass)	-	-	-	-
Overtime	-	-	-	-
Terminal/Retirement Payouts	-	-	-	-
Other Addt'l Payroll Adjust	-	1,620.00	-	1,620.00
Fringe on Excluded Expenses	22.30	326.39	-	348.69
Subtotal: Excluded Expenses	22.30	1,946.39	-	1,968.69
Total				**1,721,909.33**
L01 Approved Personnel Exp				1,504,113.00
Salary Adjustment Request				**(217,796.33)**

Requested Amount	**32,710.00**
100% Salary Adjust	**40,887**
Less June BOE Request	**32,710**
	8,177

NSHE Salary Adjustment Funds Request: FY 2018

Institution: NSHE - UNLV DENTAL SCHOOL
Budget Account: 3002

Phase 1: Eligibility Determination: if BOR approved budget is less than L01 (by position type), then not eligible for Salary Adjustment Funds

	Budgeted		
	FY 2018 L01	**FY 2018 BOR Oper**	**Difference**
Professional	8,830,538.00	9,062,014.00	231,476.00
Classified	3,375,782.00	3,454,151.00	78,369.00
Fringe	3,744,066.00	3,765,562.00	21,496.00
Wages	-	-	-
LOA/Pooled	-	20,000.00	20,000.00
Operating/Other	1,968,572.00	2,043,285.00	74,713.00
Total	**17,918,958.00**	**18,345,012.00**	**426,054.00**

Phase 2: Demonstrate Financial Need
Required documentation: reports generated in Advantage and Workday to substantiate reported expenditures and projections.

Personnel Expenses	**Actual July - Sept 2017**	**Actual Oct 2017 - xxx 2018**	**Projected (through FYE)**	**Total**
Professional	2,743,934.28	4,275,424.55	2,248,181.42	9,267,540.25
Classified	1,100,156.02	2,270,986.91	957,265.47	4,328,408.40
Fringe	1,046,399.71	2,034,200.45	902,576.79	3,983,176.95
Subtotal: Personnel Costs	4,890,490.01	8,580,611.91	4,108,023.68	17,579,125.60
Excluded Expenses	**Actual July - Sept 2017**	**Actual Oct 2017 - xxx 2018**	**Projected (through FYE)**	**Total**
New FTE (not in L01)	-	-	-	-
Excluded Positions (LOAs, Reclass)	-	-	-	-
Overtime	9,502.64	81.89	-	9,584.53
Terminal/Retirement Payouts	5,137.11	10,217.94	-	15,355.05
Other Addt'l Payroll Adjust	-	-	-	-
Fringe on Excluded Expenses	7,040.88	15,126.75	5,425.99	27,593.62
Subtotal: Excluded Expenses	21,680.63	25,426.58	5,425.99	52,533.20
Total				**17,526,592.40**
L01 Approved Personnel Exp				15,950,386.00
Salary Adjustment Request				**(1,576,206.40)**

Requested Amount	**274,657** June BOE
100% Salary Adjust	**436,713**
Less June BOE Request	**274,657**
	162,056

NSHE Salary Adjustment Funds Request: FY 2018

Institution: NSHE - BUSINESS CENTER SOUTH
Budget Account: 3004

Phase 1: Eligibility Determination: if BOR approved budget is less than L01 (by position type), then not eligible for Salary Adjustment Funds

	Budgeted		
	FY 2018 L01	**FY 2018 BOR Oper**	**Difference**
Professional	727,955.00	746,254.00	18,299.00
Classified	438,324.00	440,554.00	2,230.00
Fringe	431,578.00	439,750.00	8,172.00
Wages	2,393.00	2,393.00	-
LOA/Pooled	-	-	-
Operating/Other	251,373.00	262,734.00	11,361.00
Total	**1,851,623.00**	**1,891,685.00**	**40,062.00**

Phase 2: Demonstrate Financial Need
Required documentation: reports generated in Adavantage and Workday to substantiate reported expenditures and projections.

Personnel Expenses	**Actual July - Sept 2017**	**Actual Oct 2017 - Mar 2018**	**Projected (through FYE)**	**Total**
Professional	266,713.76	413,974.23	191,300.65	871,988.64
Classified	111,293.90	220,855.37	87,361.68	419,510.95
Fringe	122,538.90	224,028.47	95,902.19	442,469.56
Subtotal: Personnel Costs	500,546.56	858,858.07	374,564.52	1,733,969.15
Excluded Expenses	**Actual July - Sept 2017**	**Actual Oct 2017 - Mar 2018**	**Projected (through FYE)**	**Total**
New FTE (not in L01)	-	-	-	-
Excluded Positions (LOAs, Reclass)	-	-	-	-
Overtime	933.93	-	-	933.93
Terminal/Retirement Payouts	-	4,103.84	-	4,103.84
Other Addt'l Payroll Adjust	-	9,270.51	-	9,270.51
Fringe on Excluded Expenses	268.26	2,654.56	147.72	3,070.54
Subtotal: Excluded Expenses	1,202.19	16,028.91	147.72	17,378.82
Total				**1,716,590.34**
L01 Approved Personnel Exp				1,597,857.00
Salary Adjustment Request				**(118,733.34)**

Request Amount	**21,845.00**

100% Salary Adjust	**41,508**
Less June BOE Request	**21,845**
	19,663

NSHE Salary Adjustment Funds Request: FY 2018

Institution: NSHE - UNLV SCHOOL OF MEDICINE
Budget Account: 3014

Phase 1: Eligibility Determination: if BOR approved budget is less than L01 (by position type), then not eligible for Salary Adjustment Funds

	Budgeted		
	FY 2018 L01	FY 2018 BOR Oper	Difference
Professional	8,599,582.00	13,537,262.00	4,937,680.00
Classified	797,241.00	1,282,682.00	485,441.00
Fringe	2,485,924.00	3,882,314.00	1,396,390.00
Grad Assist			
Wages	41,250.00	41,250.00	-
LOA/Pooled	-	839,452.00	839,452.00
Operating/Other	11,499,640.00	4,168,371.00	(7,331,269.00)
Total	**23,423,637.00**	**23,751,331.00**	**327,694.00**

Phase 2: Demonstrate Financial Need
Required documentation: reports generated in Adavantage and Workday to substantiate reported expenditures and projections.

Personnel Expenses	**Actual July - Sept 2017**	**Actual Oct 2017 - xxx 2018**	**Projected (through FYE)**	**Total**
Professional	3,849,768.89	6,704,274.74	3,024,307.60	13,578,351.23
Classified	237,369.29	571,002.89	248,891.62	1,057,263.80
Fringe	873,650.79	1,796,237.02	773,455.38	3,443,343.19
Subtotal: Personnel Costs	4,960,788.97	9,071,514.65	4,046,654.60	18,078,958.22
Excluded Expenses	**Actual July - Sept 2017**	**Actual Oct 2017 - xxx 2018**	**Projected (through FYE)**	**Total**
New FTE (not in L01)	966,015.64	2,036,731.53	679,161.14	3,681,908.31
Excluded Positions (LOAs, Reclass)	-	-	-	-
Overtime	14,155.96	227.05	-	14,383.01
Terminal/Retirement Payouts	53,651.31	119,846.79	-	173,498.10
Other Addt'l Payroll Adjust	-	364,961.80	-	364,961.80
Fringe on Excluded Expenses	298,109.21	606,726.34	240,826.62	1,145,662.17
Subtotal: Excluded Expenses	1,331,932.12	3,128,493.51	919,987.76	5,380,413.39
Total				**12,698,544.83**
L01 Approved Personnel Exp				11,882,747.00
Salary Adjustment Request				**(815,797.83)**

Request Amount	**266,550.00**

100% Salary Adjust	**333,188**
Less June BOE Request	**266,550**
	66,638

0210 Travel Status

Employees in travel status shall receive reimbursement that matches the rates established by the U.S. General Services Administration (GSA) for the employee's primary destination. Maximum per diem reimbursement rates for lodging, meals, and incidental expenses are established by city/county and vary by season. State employees are directed to the GSA's website http://gsa.gov and the link "Per Diem Rates" under the "Travel" drop-down menu to locate the most current rates. Employees may receive reimbursement for breakfasts even though continental breakfasts are provided. Employees shall not claim full meals furnished to them during a conference, meeting, or other work function on their reimbursement request. Employees may not claim full meals if a meal is offered as part of a conference, meeting, or other work function even if the employee does not consume the meal offered.

For out-of-state travel, employees are required to submit a Travel Request for approval prior to making any travel arrangements.

Upon approval of the department head, agencies may make exceptions to the rate of reimbursement for lodging when the following applies:

1. Lodging is procured at a prearranged place such as a hotel where a meeting, conference or training session is held; or
2. Costs have escalated because of special events; lodging within prescribed allowances cannot be obtained nearby; and costs to commute to/from the nearby location exceed the cost savings from occupying less expensive lodging.
3. If the condition(s) above exist, agencies may apply the following rules to the rate of reimbursement for:

In-State Travel

1. 150% of the standard Continental United States (CONUS) federal per diem rate for non-surveyed sites, or

Out-of-State Travel

1. 175% of the federal per diem rate for surveyed out-of-state sites; or
2. 300% of the standard CONUS federal per diem rate for non- surveyed out-of-state sites.

0236 Mileage Allowance for Moving

In addition to the allowances for moving household goods, an agency may pay one-way personal vehicle mileage from the old to the new place of residence for a maximum of two personal vehicles. The actual miles travelled are reimbursable at the rate established by GSA for relocation.

0210 Travel Status

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Out-of-State Travel

1. 175% of the federal per diem rate for surveyed out-of-state sites; or
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0236 Mileage Allowance for Moving

In addition to the allowances for moving household goods, an agency may pay one-way personal vehicle mileage from the old to the new place of residence for a maximum of two personal vehicles. The actual miles travelled are reimbursable at the rate established by GSA for relocation~~use of a personal vehicle at the State's convenience~~.

Public Comment Received

Data from form "Feedback (GFO)" was received on 7/25/2018 11:15:10 AM.

Design a new form.

Field	Value
Name	
Email	
Department	
Division	
FeedbackType	Other Comment
IdeaPosted	No
ResourcesRequired	No
SpecificTopic	August 2018 SAM Changes
IdeaTitle	full meal/continental breakfast
IdeaDescription	Can this change include more specifics? Many conferences/and lodging provide breakfast that is a complete meal. Is this able to be claimed as a "continental breakfast" or is it a "full meal"?

Email "Customer Feedback Submission (GFO Website)" originally sent to budget@finance.nv.gov from budget@finance.nv.gov on 7/25/2018 11:15:10 AM.

Data from form "Feedback (GFO)" was received on 8/3/2018 7:58:13 AM.

Design a new form.

Field	Value
Name	Jerri Conrad
Email	jwilliams-conrad@agri.nv.gov
Department	Agriculture
Division	Director's Office
FeedbackType	Concern/Solution
IdeaPosted	Yes
ResourcesRequired	No
SpecificTopic	Pending changes to 0210 Travel Status
IdeaTitle	Meal reimbursement exception
IdeaDescription	This comment is in regards to the proposed SAM technical revision to 0210 Travel Status, stating "Employees may not claim full meals if a meal is offered as part of a conference, meeting, or other work function even if the employee does not consume the meal offered." This change does not take into account State employees who have food allergies and/or dietary restrictions for medical reasons. These employees may have to pay for a meal out of their own pocket or bring their own food because the meal provided as part of a conference, meeting, or work function may pose a health risk to the employee. Not all conferences or work functions provide the option of an alternative meal for those with food allergies/dietary restrictions, putting the financial burden of the meal solely on the employee when they are traveling for business on behalf of the State. I would propose an expansion to the technical revision, to the effect of: "Upon approval of the department head, agencies may make exceptions to the rate of reimbursement for meals when the following applies: 1. Employee has a food allergy and/or dietary restriction that precludes the employee from consuming the provided meal at a conference, meeting, or other work function. 2. If the condition above exists, agencies may allow employee to claim meal reimbursements for any meals provided at a conference, meeting, or other work function that may pose a health risk to the employee if consumed."

Email "Customer Feedback Submission (GFO Website)" originally sent to budget@finance.nv.gov from budget@finance.nv.gov on 8/3/2018 7:58:13 AM.

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 24, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

From: Colleen Murphy, Executive Budget Officer
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF ADMINISTRATION
DIVISION OF ENTERPRISE INFORMATION TECHNOLOGY SERVICES

Agenda Item Write-up:

The Department of Administration, Division of Enterprise Information Technology Services, seeks approval for the third amendment to the existing master lease agreement with Dell Financial Services which provides mid-range equipment for state applications not to exceed $5,634,728.83.

Additional Information:

This amendment extends the termination date from January 1, 2022 to June 30, 2022 and increases the maximum amount from $4,126,456.63 to $5,634,728.83 due to the replacements and expansion of existing storage for refreshing various database environments, and virtual server equipment and supporting software.

Statutory Authority:

Relates to CETS contract #15133 (A3).

REVIEWED: _____

ACTION ITEM: _____

BOE

For Board Use Only
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: **15133**

Amendment Number: **3**

Legal Entity Name: DELL FINANCIAL SERVICES LLC

Agency Name: **ADMIN - ENTERPRISE IT SERVICES**

Agency Code: **180**

Appropriation Unit: **1385-26**

Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Contractor Name: **DELL FINANCIAL SERVICES LLC**

Address: **1 DELL WAY**

City/State/Zip **ROUND ROCK, TX 78682-7000**

Contact/Phone: 925-487-1051

Vendor No.: T29019314

NV Business ID: NV19971069039

To what State Fiscal Year(s) will the contract be charged? **2014-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	**100.00 % User**
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

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GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2013**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

Return to DOA/ASD

3. Previously Approved Termination Date: **01/01/2022**

Contract term: **8 years and 335 days**

4. Type of contract: **Lease/Purchase Agreement**

Contract description: **Storage Equipment**

5. Purpose of contract:

This is the third amendment to the original master lease agreement which provides CommVault and Compellent Open System Storage equipment required to replace/expand existing storage for refreshing various database environments, and virtual server equipment and supporting software. This amendment increases the maximum amount from $4,126,456.63 to $5,634,728.83 and extends the termination date from January 1, 2022 to June 30, 2022.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$968,496.51	$968,496.51	$968,496.51	Yes - Action
	a. Amendment 1:	$1,933,256.03	$1,933,256.03	$1,933,256.03	Yes - Action
	b. Amendment 2:	$1,224,704.09	$1,224,704.12	$1,224,704.12	Yes - Action
2.	Amount of current amendment (#3):	$1,508,272.20	$1,508,272.20	$1,508,272.20	Yes - Action
3.	New maximum contract amount:	$5,634,728.83			
	and/or the termination date of the original contract has changed to:	06/30/2022			

II. JUSTIFICATION

7. What conditions require that this work be done?

CommVault and Compellent Open System Storage equipment required to replace/expand existing storage that will no longer be available for back-up of State data as of August 28, 2013.

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

Lack of expertise.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Soliciation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 130710F
Approval Date: 09/05/2017

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

WSCA contract terms have been competitively bid and the operating lease terms are better than the contract WSCA prices, the competitive bid is not necessary.

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

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ddav12	07/10/2018 09:27:00 AM
Division Approval	ddav12	07/10/2018 09:27:17 AM
Department Approval	ddav12	07/10/2018 09:27:24 AM

Contract Manager Approval	ddav12	07/17/2018 12:45:41 PM
EITS Approval	lolso3	07/17/2018 13:10:44 PM

ADAM PAUL LAXALT
Attorney General

J. BRIN GIBSON
First Assistant Attorney General

NICHOLAS A. TRUTANICH
Chief of Staff

KETAN D. BHIRUD
General Counsel

STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
100 North Carson Street
Carson City, Nevada 89701

July 9, 2018

Sent via Inter-Office Mail

David Haws, Administrator
Division of Enterprise Information Technology Services
Department of Administration
100 N. Stewart Street, Suite 100
Carson City, NV 89701

Re: Amendment No. 3 and Schedule No. 001-6687934-008 to Master Lease Agreement No. 6687934 between Dell Financial Services and the State of Nevada Department of Administration, Division of Enterprise Information Services

Dear Mr. Haws:

The Office of the Attorney General has acted as counsel with respect to Amendment No. 3 and Schedule No. 001-6687934-008 to the above Master Lease Purchase Agreement (the "Agreement") between Dell Financial Services L.L.C. ("Lessor") and the State of Nevada, Department of Administration, Division of Enterprise Information Technology Services ("Lessee").

Subject to the qualifications and limitations expressed below, as of the date of this letter, it is our opinion that:

1. Lessee is a state or fully constituted political subdivision or agency of the state and is duly organized, existing and operating under the constitution and laws of the State of Nevada.

2. The execution, delivery and performance of the Agreement by Lessee are duly authorized by all necessary action on the part of Lessee in accordance with Nevada law.

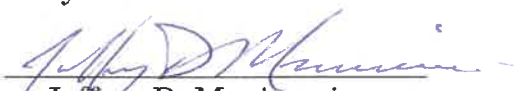
3. Under fully disclosed current Nevada law, upon execution by all parties, approval as to form on behalf of the Nevada Attorney General, and

approval by the Division of Purchasing under NRS 333.150, the Agreement constitutes a legal, valid and binding contract enforceable in accordance with its terms, except to the extent limited by local, state, and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application relating to or affecting the enforcement of creditor's rights.

The undersigned certifies that he is qualified to practice law in the State of Nevada. This Office expresses no opinion with respect to the laws of any jurisdiction other than the internal laws of the State of Nevada. Our opinion is based upon such laws as are in effect on the date of this opinion letter, and we expressly disclaim any undertaking to advise you of any subsequent changes in law.

Respectfully yours,

ADAM PAUL LAXALT
Attorney General

By: 

Jeffrey D. Menicucci
Senior Deputy Attorney
Telephone: (775) 684-1214
Email: jmenicucci@ag.nv.gov

JDM/
cc: Mr. Jeffrey Haag, Administrator, Division of Purchasing
Dell Financial Services, LLC

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: July 16, 2018

To: Paul Nicks, Clerk of the Board
Governor's Finance Office

From: Tiffany Greenameyer, Executive Budget Officer
Governor's Finance Office, 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.

GOVERNOR'S FINANCE OFFICE – BUDGET DIVISION

Agenda Item Write-up:

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, IFC Unrestricted Contingency Funds and IFC Restricted Contingency Funds as of June 18, 2018.

Additional Information:

The TORT Claim Fund is the State Treasury Fund for Insurance Premiums. The Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, IFC Unrestricted Contingency Funds and IFC Restricted Contingency supplement funding for eligible agencies within statutory authority.

Below is the available balance for each account prior to any projected outstanding claims.

TORT Claim Fund	$ 5,804,931.63
Statutory Contingency Account	$ 633,069.79
Stale Claims Account	$ 850,076.26
Emergency Account	$ 279,841.00
Disaster Relief Account	$ 9,074,114.00
IFC Unrestricted Contingency Fund General Fund	$10,126,882.06
IFC Unrestricted Contingency Highway Fund	$ 1,676,832.35
IFC Restricted Contingency Fund General Fund	$12,906,386.00
IFC Restricted Contingency Highway Fund	$ 2,379,248.00

Statutory Authority:

NRS 331.187, 353.097, 353.263, 353.264, 353.266, 353.268, 353.2735 and AB417, AB499, AB504, AB518, SB187 and SB553 of the 2017 Legislative Session

REVIEWED: _____

ACTION ITEM: _____

BA 4892 Statutory Contingency Account
NRS 353.264
FY 2018 (as of July 13, 2018)

Beginning Cash	2,947,586.00	
Total Revenue		**$ 2,947,586.00**
Paid Claims:		
Post Conviction Stale Claims	(359,843.59)	
DCFS Interstate Compact - 1st Qtr Reimbursement	(1,556.85)	
DCFS Interstate Compact - 2nd Qtr Reimbursement	(1,110.57)	
DCFS Interstate Compact - 3nd Qtr Reimbursement	(2,005.20)	
Department of Conservation & Natural Resources - Division of Forestry	(1,950,000.00)	
Payments		$ (2,314,516.21)
Account Balance		**$ 633,069.79**
Claims Submitted for Payment:		
Submitted for Payment		$ -
Account Balance		**$ 633,069.79**
Projected Outstanding Claims:		
DCFS Interstate Compact	(7,622.38)	
Total Pending Claims		$ (7,622.38)
Account Balance		**$ 625,447.41**

BA 1348 TORT Claim Fund
NRS 331.187
FY 2018 (as of July 13, 2018)

Beginning Cash	5,890,728.00	
Insurance Premiums - A	612,778.20	
Insurance Premiums	3,744,720.21	
AG Loan Repayment	5,000.00	
Prior YR Refunds	644.00	
Total Revenue		**$ 10,253,870.41**
Paid Claims:		
Attorney General's Office	(4,223,938.78)	
Tort Claim 18257, Moonin	(225,000.00)	
Payments		$ (4,448,938.78)
Account Balance		**$ 5,804,931.63**
Claims Submitted for Payment:		
Submitted for Payment		$ -
Account Balance		**$ 5,804,931.63**
Projected Outstanding Claims:		
Attorney General's Office (projection)	(134,113.00)	
Total Pending Claims		$ (134,113.00)
Account Balance		**$ 5,670,818.63**

BA 4888 Stale Claims Account
NRS 353.097
FY 2018 (as of July 13, 2018)

Beginning Cash	1,761,451.00	
Total Revenue		**$ 1,761,451.00**
Paid Claims:		
Post Conviction Stale Claims	(2,643.00)	
Governor's Office	(31,394.59)	
Attorney General's Office	(363.93)	
Department of Taxation	(1,481.35)	
Veteran's Affairs	(1,857.65)	
Department of Education	(190,820.17)	
Department of Administration	(5,831.46)	
Department of the Military	(1,413.80)	
Department of Employment Training & Rehabilitation	(6,458.86)	
Department of Health & Human Services	(485,737.08)	
Department of Conservation & Natural Resources	(18,923.45)	
Department of Corrections	(155,795.50)	
Department of Public Safety	(6,223.90)	
Judicial Branch	(1,050.00)	
Commission on Judicial Disclipline	(1,380.00)	
	-	
Payments		$ (911,374.74)
Account Balance		**$ 850,076.26**
Claims Submitted for Payment:		
	-	
	-	
	-	
Submitted for Payment		$ -
Account Balance		**$ 850,076.26**
Projected Outstanding Claims :		
	-	
	-	
Total Pending Claims		$ -
Estimated Account Balance - Including all Claims		**$ 850,076.26**

BA 4889 Emergency Fund
NRS 353.263
FY 2018 (as of July 13, 2018)

Beginning Cash	279,841.00	
Total Revenue		**$ 279,841.00**
Paid Claims:		
Payments		$ -
Account Balance		**$ 279,841.00**
Claims Submitted for Payment:		
	-	
Total Submitted Payments		$ -
Account Balance		**$ 279,841.00**
Projected Outstanding Claims		
	-	
Total Pending Claims		$ -
Estimated Account Balance - Including all Claims		**$ 279,841.00**

BA 1335 Disaster Relief Account
NRS 353.2735
FY 2018 (as of July 13, 2018)

Beginning Cash	7,748,418.00	
Treasurer's Interest	80,443.79	
1st - 3rd Qtr Transfers Per NRS 353.288(4)	1,500,000.00	
Total Revenue		**$ 9,328,861.79**
Paid Claims:		
Department of Public Safety - Division of Emergency Mgmt	(231,663.79)	
City of Caliente	(23,084.00)	
Annual Interest Transfer to Emergency Assistance Acct	(55,615.02)	
Payments		$ (254,747.79)
Account Balance		**$ 9,074,114.00**

Claims Submitted for Payment:

Submitted for Payment	$ -
Account Balance	**$ 9,074,114.00**

Projected Outstanding Claims :

-	
Total Pending Claims	$ -
Estimated Account Balance - Including all Claims	**$ 9,074,114.00**

IFC Contingency Fund Unrestricted
NRS 353.266
FY 2018 (as of July 13, 2018 Meeting agenda)

Unrestricted General Fund

Beginning Cash	16,219,636.84	
Reversions to IFC	1,069,329.00	
Total Revenue		**$ 17,288,965.84**

Paid Claims:

Department of Public Safety - Emergency Management	(845,510.00)	
Office of the State Controller	(178,580.00)	
Department of Education - Special Education Contingency	(208,159.00)	
Department of Public Safety - Nevada Highway Patrol - Dignitary Protection	(53,577.00)	
Department of Corrections	(80,226.00)	
Department of Public Safety - Division of Emergency Management	(356,952.00)	
Department of Conservation and Natural Resources - Division of Forestry	(1,006,213.00)	
Department of Corrections	(3,174,606.00)	
Department of Conservation and Natural Resources - Division of Forestry	(1,621,538.00)	
Department of Public Safety - Investigations Division	(8,691.00)	
Meeting Costs	(43,900.72)	
Payments		$ (7,577,952.72)
Account Balance		**$ 9,711,013.12**

Pending Reimbursement

Pending Reimbursement from Emergency Management	648,866.94	
Judicial Branch Supreme Court & Court of Appeals	(232,998.00)	
Total Pending		$ 415,868.94
Account Balance		**$ 10,126,882.06**

Unrestricted Highway Fund

Beginning Cash	1,676,832.35	
Total Revenue		**$ 1,676,832.35**

Paid Claims:

	-	
Payments		$ -
Account Balance		**$ -**

Pending Claims June 20, 2018 IFC Meeting:

Payments		$ -
Account Balance		**$ 1,676,832.35**

IFC Contingency Fund Restricted
NRS 353.266
FY 2018 (as of July 13, 2018 Meeting agenda)

Restricted General Fund

Beginning Cash:		
Office of Economic Development - Nevada Main Street Program	350,000.00	
Governor's Office of Finance - Enterprise Resource Planning Project	11,664,000.00	
Department of Health and Human Services - Aging and Disability Services - Autism	1,392,066.00	
Desert Research Institute - Cloud Seeding Program	683,656.00	
Department of Public Safety - Division of Parole & Probation - Pilot Re-entry Program	370,235.00	
Establishment of a Fine Arts Museum in LV & Expansion of Reno NV Museum of Art	1,000,000.00	
NSHE - UNLV Medical School Building	25,000,000.00	
Total Revenue		**$ 40,459,957.00**

Paid Claims:		
Office of Economic Development - Nevada Main Street Program	(350,000.00)	
Governor's Office of Finance - Enterprise Resource Planning Project	(1,520,887.00)	
NSHE - UNLV Medical School Building	(25,000,000.00)	
NSHE - Desert Research Institute	(682,684.00)	
Payments		$ (27,553,571.00)
Account Balance		**$ 12,906,386.00**

Pending Claims June 20, 2018 IFC Meeting:

Total Pending		$ -
Account Balance		**$ 12,906,386.00**

Restricted Highway Fund

Beginning Cash:		
Governor's Office of Finance - Enterprise Resource Planning Project	2,736,000.00	
Total Revenue		**$ 2,736,000.00**

Paid Claims:		
Governor's Office of Finance - Enterprise Resource Planning Project	(356,752.00)	
Payments		$ (356,752.00)
Account Balance		**$ 2,379,248.00**

Pending Claims June 20, 2018 IFC Meeting:

Total Pending		$ -
Account Balance		**$ 2,379,248.00**

LEASES
SUMMARY

BOE #	LESSEE			LESSOR	AMOUNT
1.	OFFICE OF THE ATTORNEY GENERAL, BUREAU OF CONSUMER PROTECTION			TRANSWESTERN INVESTMENT HOLDINGS VD, LLC ETAL	$769,014
		This is a full service lease to include tenant improvements for relocation purposes.			
		Term of Lease:	**09/01/2018 – 08/31/2024**	**Located in Las Vegas**	
2.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH			LEROY & DEBRA DEL DON REVOCABLE TRUST DBA LEE DELDON	$244,198
		This is an extension of an existing lease.			
		Term of Lease:	**09/01/2018 – 08/31/2023**	**Located in Yerington**	
3.	DEPARTMENT OF MOTOR VEHICLES			LEROY & DEBRA DEL DON REVOCABLE TRUST DBA LEE DELDON	$130,680
		This is an extension of an existing lease which includes upgrades.			
		Term of Lease:	**09/01/2018 – 08/31/2023**	**Located in Yerington**	
4.	DEPARTMENT OF PUBLIC SAFETY – BOARD OF PAROLE COMMISSIONERS			AILP, LLC	$760,599
		This is an extension of an existing lease in addition to getting more square footage and tenant improvements to accommodate staff during scheduled hearings.			
		Term of Lease:	**09/01/2018 – 08/31/2028**	**Located in Las Vegas**	
5.	DEPARTMENT OF PUBLIC SAFETY – HIGHWAY PATROL DIVISION – DIRECTOR'S OFFICE			LEROY & DEBRA DEL DON REVOCABLE TRUST DBA LEE DELDON	$69,696
		This is an extension of an existing lease in addition to getting more square footage and tenant improvements to accommodate increased staff.			
		Term of Lease:	**09/01/2018 – 08/31/2023**	**Located in Yerington**	

For Budget Division Use Only	
Reviewed by:	7/25/18
Reviewed by:	
Reviewed by:	

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

STATEWIDE LEASE INFORMATION

1. Agency: Office of the Attorney General, Bureau of Consumer Protection
100 North Carson Street, FSDP Building
Carson City, Nevada 89701
Helene Robinson (775) 684-1199 Fax: (775) 684-1299 email: hrobinson@ag.nv.gov

Remarks: Leasing Services negotiated this full service lease to include tenant improvements of suite build out to approved specifications. Current Lessor was unwilling to offer a full service lease at or below market rate. This relocation created a total savings of $105,931.56, and offers closer proximity to the PUC location which is an additional cost savings.

Exceptions/Special notes:

2. Name of Lessor: Transwestern Investment Holdings VD, LLC ETAL
3. Address of Lessor: 5940 South Rainbow Boulevard
Las Vegas, Nevada 89118
4. Property contact: Talon Commercial Real Estate
5940 South Rainbow Boulevard
Las Vegas, Nevada 89118
Kathy Stubbs (702) 472-8113 Fax: (702) 472-8113 email: kstubbs@bhswproperties.com
5. Address of Lease property: 8945 West Russell Road, Suite 204
Las Vegas, Nevada 89148

a. Square Footage: ☑ Rentable ☐ Usable 4,294

b. Cost:

Increase %	cost per month	# of months in time frame	cost per year	time frame	**Approximate** cost per square foot
	$9,661.50	12	$115,938.00	Month 1 - Month 12 anticipated Sept 1, 2018	$2.25
4%	$10,047.96	12	$120,575.52	Month 13 - Month 24	$2.34
4%	$10,449.88	12	$125,398.56	Month 25 - Month 36	$2.43
4%	$10,867.87	12	$130,414.44	Month 37 - Month 48	$2.53
4%	$11,302.59	12	$135,631.08	Month 49 - Month 60	$2.63
4%	$11,754.69	12	$141,056.28	Month 61 - Month 72 anticipated Aug 31, 2024	$2.74
c. Total Lease Consideration:		72	$769,013.88		

d. Option to renew: ☑ Yes ☐ No — 90 — Renewal terms: One (1) identical term
e. Holdover notice: # of Days required — 30 — Holdover terms: 5% / 90
f. Term: Six (6) years
g. Pass-thrus/CAM/Taxes: ☑ Landlord ☐ Tenant
h. Utilities: ☑ Landlord ☐ Tenant
i. Janitorial: ☑ Landlord ☐ Tenant ☐ 3 day ☑ 5 day ☐ Rural 3 day ☐ Rural 5 day ☐ Other (see special notes)
j. Repairs: Major: ☑ Landlord ☐ Tenant Minor: ☑ Landlord ☐ Tenant
k. Comparable Market Rate: $2.05 - $2.60 - Las Vegas / Henderson Area
l. Specific termination clause in lease: Breach/Default lack of funding
m. Lease will be paid for by Agency Budget Account Number: 1038/1045

6. Purpose of the lease: To house the Office of the Attorney General, Bureau of Consumer Protection
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

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BUDGET DIVISION

a. Estimated Moving Expenses: TBD Furnishings: $0.00 Data/Phones: TBD

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.
Yes ✓ **No** _____ **Dec Unit** _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

_____

7-10-18
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a.	Nevada Business ID Number: NV20151471596	Exp: 8/31/2018		13
b.	The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC ☑ INC ☐ CORP ☐ LP ☐		
c.	Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	☐YES	☑NO	
d.	Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	☑YES	☐NO	
e.	Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	☑YES	☐NO	
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States	☑YES	☐NO	
g.	State of Nevada Vendor number: TBD			

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	☑YES	☐NO
b.	I/we have considered other state leased or owned space available for use by this agency	☑YES	☐NO

7/10/18
Authorized Signature Date
Public Works Division
PS
For Board of Examiners ☑YES ☐NO

For Budget Division Use Only		
Reviewed by:	ARF	7-25-18
Reviewed by:		
Reviewed by:		

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
Division of Public and Behavioral Health
4150 Technology Way, Third Floor
Carson City, Nevada 89706
Debbie Ohl (775) 684-5915 Fax (775) 684-4211 Email: dlohl@health.nv.gov

Remarks: Leasing Services negotiated this lease renewal to include tenant improvements, new exterior signage, and a savings of $6,421.44 over the term.

Exceptions/Special notes:

2. Name of Lessor: Leroy & Debra Del Don Revocable Trust dba Lee DelDon
3. Address of Lessor: 968 4th Green Drive
Incline Village, Nevada 89451
Mailing Address:
PO Box 1412
Patterson, CA 95363
4. Property contact: Smith Valley Realty
2805 Hwy 208, Box 226
Wellington, Nevada 89444
Kealoha Garcia
(775) 465-2450 Fax: (775) 465-2453 k@smithnv.com
5. Address of Lease property: 215 West Bridge Street, Suite 5
Yerington, Nevada 89447

a. Square Footage: ☐ Rentable ☑ Usable 2,803

b. Cost:

Increase %	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
	$3,924.20	12	$47,090.40	September 1, 2018 - August 31, 2019	$1.40
3%	$4,036.32	12	$48,435.84	September 1, 2019 - August 31, 2020	$1.44
0%	$4,036.32	12	$48,435.84	September 1, 2020 - August 31, 2021	$1.44
3%	$4,176.47	12	$50,117.64	September 1, 2021 - August 31, 2022	$1.49
0%	$4,176.47	12	$50,117.64	September 1, 2022 - August 31, 2023	$1.49

c. Total Lease Consideration: 60 $244,197.36

d. Option to renew: ☑ Yes ☐ No 90 Renewal terms: One (1) 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: Not Available - Rural Area

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 3648

6. Purpose of the lease: To house the Division of Public and Behavioral Health

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

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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 7-18-18 Date

For Public Works Information:

8. State of Nevada Business License Information:

a.	Nevada Business ID Number: NV20161020128	Exp: 1/31/2019		9
b.	The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC ☐ INC ☐ CORP ☐ LP ☐		
c.	Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	☐YES	☑NO	
d.	Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	☑YES	☐NO	
e.	Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	☑YES	☐NO	
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States	☑YES	☐NO	
g.	State of Nevada Vendor number: T32006029			

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	☑YES	☐NO
b.	I/we have considered other state leased or owned space available for use by this agency	☑YES	☐NO

Authorized Signature 7/23/18 Date
Public Works Division

For Board of Examiners ☑YES ☐NO

For Budget Division Use Only	
Reviewed by:	7/26/18
Reviewed by:	
Reviewed by:	

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

STATEWIDE LEASE INFORMATION

1. Agency: Department of Motor Vehicles
555 Wright Way
Carson City, Nevada 89711
Heidi Azevedo, 775-687-4504; Hazevedo@dmv.nv.gov
Gareth Jones 775-684-4804 fax 775-684-4724 gjones01@dmv.nv.gov

Remarks: Leasing Services negotiated this lease renewal to include additional space, improved HVAC system, parking lot maintenance schedule, main entry door upgrade, new paint, carpet repair as needed and a rent reduction of $0.04 per square foot.

Exceptions/Special notes: Improved janitorial, carpet shampoo, zoned heating controls, ventilation in break room, separate light switches for individual storage rooms, parking lot striped per regulation, entry doors upgraded.

2. Name of Lessor: Leroy & Debra Del Don Revocable Trust dba Lee DelDon

3. Address of Lessor: 968 4th Green Drive
Incline Village, Nevada 89451
Mailing Address:
PO Box 1412
Patterson, CA 95363

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BUDGET DIVISION

4. Property contact: Smith Valley Realty
2805 Hwy 208, Box 226
Wellington, Nevada 89444
Kealoha Garcia
(775) 465-2450 Fax: (775) 465-2453 k@smithnv.com

5. Address of Lease property: 215 West Bridge Street, Suite 9, 10A, and 10C
Yerington, Nevada 89447

a. Square Footage: ☐ Rentable ☑ Usable 1,500

b. Cost:

Increase %	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
	$2,100.00	12	$25,200.00	September 1, 2018 - August 31, 2019	$1.40
3%	$2,160.00	12	$25,920.00	September 1, 2019 - August 31, 2020	$1.44
0%	$2,160.00	12	$25,920.00	September 1, 2020 - August 31, 2021	$1.44
3%	$2,235.00	12	$26,820.00	September 1, 2021 - August 31, 2022	$1.49
0%	$2,235.00	12	$26,820.00	September 1, 2022 - August 31, 2023	$1.49
c. Total Lease Consideration:		60	$130,680.00		

d. Option to renew: ☑ Yes ☐ No 90 Renewal terms: One (1) identical lease 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: Not Available - Rural Area
l. Specific termination clause in lease: Breach/Default lack of funding
m. Lease will be paid for by Agency Budget Account Number: 4735

6. Purpose of the lease: To house the Department of Motor Vehicles

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 __X__ Dec Unit _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

Amy McKinney 7/13/18

Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a.	Nevada Business ID Number: NV20161020128	Exp: 1/31/2019	
b.	The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC ☐ INC ☐ CORP ☐ LP ☐	
c.	Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	☐YES	☑NO
d.	Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	☑YES	☐NO
e.	Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	☑YES	☐NO
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States	☑YES	☐NO
g.	State of Nevada Vendor number: T32006029		

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	☑YES	☐NO
b.	I/we have considered other state leased or owned space available for use by this agency	☑YES	☐NO

Paul D. Patuch 7/18/18

Authorized Signature Date

Public Works Division

W PS

BM For Board of Examiners ☑YES ☐NO

For Budget Division Use Only	
Reviewed by:	7-12-18
Reviewed by:	
Reviewed by:	

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

STATEWIDE LEASE INFORMATION

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GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

1. Agency:

Department of Public Safety
Board of Parole Commissioners
1677 Old Hot Springs Road, Suite A
Carson City, Nevada 89706
Kathi Baker
775.687.5049 Fax: 775.687.6736 kjbaker@parole.nv.gov

Remarks: This lease renewal created a savings of $81,758.16 and includes an addition of 300 square feet plus tenant improvements. This additional space is needed to accommodate staff during scheduled hearings.

Exceptions/Special notes:

2. Name of Lessor: AILP, LLC

3. Address of Lessor:

c/o Commercial Property Advisors
8965 South Eastern Avenue, Suite 300
Las Vegas, Nevada 89123

4. Property contact:

Susan Philipp
702.547.1115 Fax: 702.547.1121 sphilipp@cpadvisorslv.com

5. Address of Lease property:

4000 South Eastern Avenue, Suites 123 & 130
Las Vegas, Nevada 89123

a. Square Footage: ☑ Rentable ☐ Usable 3,441

b. Cost:

Increase %	cost per month	# of months in time frame	cost per year	time frame	**Actual** cost per square foot
	$ 5,849.70	12	$70,196.40	September 1, 2018 - August 31, 2019	$1.70
0%	$ 5,849.70	12	$70,196.40	September 1, 2019 - August 31, 2020	$1.70
4%	$ 6,090.57	12	$73,086.84	September 1, 2020 - August 31, 2021	$1.77
0%	$ 6,090.57	12	$73,086.84	September 1, 2021 - August 31, 2022	$1.77
4%	$ 6,331.44	12	$75,977.28	September 1, 2022 - August 31, 2023	$1.84
0%	$ 6,331.44	12	$75,977.28	September 1, 2023 - August 31, 2024	$1.84
4%	$ 6,572.31	12	$78,867.72	September 1, 2024 - August 31, 2025	$1.91
0%	$ 6,572.31	12	$78,867.72	September 1, 2025 - August 31, 2026	$1.91
4%	$ 6,847.59	12	$82,171.08	September 1, 2026 - August 31, 2027	$1.99
0%	$ 6,847.59	12	$82,171.08	September 1, 2027 - August 31, 2028	$1.99
		120	$760,598.64		

c. Total Lease Consideration:

d. Option to renew: ☑ Yes ☐ No — 90 — Renewal terms: One (1) Identical Term

e. Holdover notice: # of Days required — 30 — Holdover terms: 5% / 90

f. Term: Ten (10) Years

g. Pass-thrus/CAM/Taxes: ☑ Landlord ☐ Tenant

h. Utilities: ☑ Landlord ☐ Tenant

i. Janitorial: ☑ Landlord ☐ Tenant ☐ 3 day ☑ 5 day ☐ Rural 3 day ☐ Rural 5 day ☐ Other (see special notes)

j. Repairs: Major: ☑ Landlord ☐ Tenant Minor: ☑ Landlord ☐ Tenant

k. Comparable Market Rate: $2.05 - $2.60 - Las Vegas / Henderson Area

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 3800

6. Purpose of the lease: To house the Parole Board Commissioners

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: $76.00 Furnishings: $0.00 Data/Phones: $1,000.00

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: 4/24/18

For Public Works Information:

8. State of Nevada Business License Information:

a.	Nevada Business ID Number: NV19881001195	Exp: 3/31/2019		11
b.	The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC ☑ INC ☐ CORP ☐ LP ☐		
c.	Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	☐YES	☑NO	
d.	Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	☑YES	☐NO	
e.	Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	☑YES	☐NO	
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States	☑YES	☐NO	
g.	State of Nevada Vendor number: T29010221			

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	☑YES	☐NO
b.	I/we have considered other state leased or owned space available for use by this agency	☑YES	☐NO

Authorized Signature — Date: 7/3/18
Public Works Division

For Board of Examiners ☑YES ☐NO

For Budget Division Use Only	
Reviewed by:	7-12-18
Reviewed by:	
Reviewed by:	

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

STATEWIDE LEASE INFORMATION

1. Agency: Department of Public Safety, Nevada Highway Patrol
Director's Office
555 Wright Way
Carson City, Nevada 89711
Melissa Carr: (775) 684-4698 Fax: 775-684-4809 mcarr@dps.state.nv.us

Remarks: Leasing Services negotiated this lease to move NHP into a larger space due to increased trooper count. Tenant improvements include reserved parking spaces for official vehicles and new exterior signage.

Exceptions/Special notes:

2. Name of Lessor: Leroy & Debra Del Don Revocable Trust dba Lee DelDon
3. Address of Lessor: 968 4th Green Drive
Incline Village, Nevada 89451
Mailing Address:
PO Box 1412
Patterson, CA 95363
4. Property contact: Smith Valley Realty
2805 Hwy 208, Box 226
Wellington, Nevada 89444
Kealoha Garcia
(775) 465-2450 Fax: (775) 465-2453 k@smithnv.com
5. Address of Lease property: 215 West Bridge Street, Suite 11
Yerington, Nevada 89447

a. Square Footage: ☐ Rentable ☑ Usable 800 (Previous sq. footage = 650)

b. Cost:

Increase %	cost per month	# of months in time frame	cost per year	time frame	**Approximate** cost per square foot
	$1,120.00	12	$13,440.00	September 1, 2018 - August 31, 2019	$1.40
3%	$1,152.00	12	$13,824.00	September 1, 2019 - August 31, 2020	$1.44
0%	$1,152.00	12	$13,824.00	September 1, 2020 - August 31, 2021	$1.44
3%	$1,192.00	12	$14,304.00	September 1, 2021 - August 31, 2022	$1.49
0%	$1,192.00	12	$14,304.00	September 1, 2022 - August 31, 2023	$1.49
c. Total Lease Consideration:		60	$69,696.00		

d. Option to renew: ☑ Yes ☐ No 90 Renewal terms: One (1) 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: Not Available - Rural Area
l. Specific termination clause in lease: Breach/Default lack of funding
m. Lease will be paid for by Agency Budget Account Number: 4713

6. Purpose of the lease: To house the Nevada Highway Patrol
7. This lease constitutes:
   - ☑ An extension of an existing lease
   - ☑ An addition to current facilities (requires a remark)
   - ☐ A relocation (requires a remark)
   - ☐ A new location (requires a remark)
   - ☐ Remodeling only
   - ☐ Other

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BUDGET DIVISION

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

_____

I. Hartline 07/10/2018
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a.	Nevada Business ID Number: NV20161020128	Exp: 1/31/2019		3
b.	The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC ☐ INC ☐ CORP ☐ LP ☐		
c.	Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	☐YES	☑NO	
d.	Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	☑YES	☐NO	
e.	Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	☑YES	☐NO	
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States	☑YES	☐NO	
g.	State of Nevada Vendor number: T32006029			

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	☑YES	☐NO
b.	I/we have considered other state leased or owned space available for use by this agency	☑YES	☐NO

7/10/18
Authorized Signature Date
Public Works Division

PS
For Board of Examiners ☑YES ☐NO

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE - SPECIAL FUND	ADAMS NATURAL RESOURCES CONSULTING SERVICES, LLC	GENERAL	$150,000	Professional Service
	Contract Description:	This is the second amendment to the original contract which provides ongoing services necessary to advance Nevada's Yucca Mountain legal efforts, including the state's participation in U.S. Nuclear Regulatory Commission licensing proceedings and other Yucca Mountain litigation, and oversight responsibilities as they relate to the proposed Yucca Mountain high-level nuclear waste program. This amendment extends the termination date of the contract from September 30, 2018 to September 30, 2019 and increases the maximum amount from $450,000 to $600,000 due to the continued need for these services.				
		Term of Contract:	10/01/2015 - 09/30/2019	Contract # 16964		
2.	030	ATTORNEY GENERAL'S OFFICE - VICTIMS OF DOMESTIC VIOLENCE	CLARK COUNTY, NEVADA ON BEHALF OF CLARK COUNTY DETENTION CENTER	FEE: REVENUE	$180,000	
	Contract Description:	This is a new revenue interlocal contract to provide for the Victim Information and Notification System. The entities that will be using this system will cost share with the Office of the Attorney General.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 20450		
3.	040	SECRETARY OF STATE'S OFFICE	PCC TECHNOLOGY, INC.	GENERAL	$377,353	
	Contract Description:	This is the third amendment to the original contract which improves the existing functionality of the Commercial Recordings business that includes the receipting, processing, and archiving of documents related to entity formations, amendments, annual renewals, state business licenses, copy requests, trademarks, on-line applications, customer service, Uniform Commercial Code, notary, accounting and time and material deliverable to perform a Fit Gap Analysis aimed at defining the missing features and functionality. This amendment increases the maximum amount from $9,460,752 to $9,838,105 due to additional services in Attachment AA - Negotiated Items, Section 17, Notary and Online Processing.				
		Term of Contract:	11/08/2016 - 09/30/2020	Contract # 18179		
4.	054	TREASURER'S OFFICE – UNCLAIMED PROPERTY	CONDUENT STATE & LOCAL SOLUTIONS, INC.	OTHER: ABANDONED PROPERTY RECEIPTS	$800,000	
	Contract Description:	This is a new contract to provide securities custodian services including selling and transferring securities and tracking all corporate actions on these securities for the Unclaimed Property Division.				
		Term of Contract:	09/01/2018 - 08/31/2022	Contract # 20568		
5.	102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	SRI INTERNATIONAL	GENERAL	$106,028	Sole Source
	Contract Description:	This is a new contract to conduct industry research in order to provide a new baseline for crafting a statewide economic growth agenda for Nevada.				
		Term of Contract:	Upon Approval - 12/31/2018	Contract # 20404		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
6.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - DATA COMMUNICATIONS AND NETWORK ENGINEERING	CONVERGEONE, INC.	FEE: USER	$92,108	Sole Source
	Contract Description:	This is a new contract to implement an approved technology investment which provides network analysis to resolve ongoing issues and analyze the current network infrastructure and data traffic patterns in an effort to properly upgrade the Department of Corrections network infrastructure for locations at Carson City, Ely, Las Vegas and Lovelock.				
		Term of Contract:	06/19/2018 - 08/15/2018	Contract # 20302		
7.	240	DEPARTMENT OF VETERANS SERVICES – NORTHERN NEVADA VETERANS HOME ACCOUNT	AVALON CARE CENTER – VETERANS ADMINISTRATION RENO, LLC	GENERAL	$21,840,160	
	Contract Description:	This is a new contract to provide management and operation of the Northern Nevada State Veterans Home in Sparks.				
		Term of Contract:	08/14/2018 - 08/13/2022	Contract # 20237		
8.	300	DEPARTMENT OF EDUCATION - OFFICE OF EARLY LEARNING AND DEVELOPMENT	BOARD OF REGENTS-NEVADA SYSTEM OF HIGHER EDUCATION OBO-UNIVERSITY OF NEVADA, RENO	FEDERAL	$54,689	Exempt
	Contract Description:	This is the second amendment to the original interlocal agreement which provides for the development and implementation of a Child Development Associate (CDA) program for infant toddler child care providers, including training, coaching, and support to providers to earn a CDA credential. This amendment increases the maximum amount from $643,144 to $697,833 to provide for the expansion of the CDA program, so it can be offered twice per year in both northern Nevada and southern Nevada. .				
		Term of Contract:	09/13/2016 - 06/30/2019	Contract # 17945		
9.	300	DEPARTMENT OF EDUCATION – DATA SYSTEMS MANAGEMENT	INFINITE CAMPUS, INC.	GENERAL	$1,120,582	Sole Source
	Contract Description:	This is a new contract to provide ongoing access to the Statewide edition of the Infinite Campus Student Information System.				
		Term of Contract:	07/01/2018 - 06/30/2019	Contract # 20341		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
10.	332	DEPARTMENT OF ADMINISTRATION - NEVADA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS - STATE LIBRARY	EBSCO INDUSTRIES, INC. DBA STAND UP DESK STORE	FEDERAL	$642,720	
	Contract Description:	This is a new contract to provide online access to multidisciplinary databases for all Nevada K-12 school libraries, academic libraries, public libraries and for remote use by all Nevada residents.				
		Term of Contract:	07/01/2018 - 06/30/2020	Contract # 20343		
11.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - RURAL REGIONAL CENTER	LYON COUNTY	OTHER: REVENUE	$60,000	
	Contract Description:	This is a new revenue interlocal agreement to provide services to children with intellectual and developmental disabilities. This agreement will automatically renew each year unless terminated by either party.				
		Term of Contract:	07/01/2018 - Unlimited	Contract # 20316		
12.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID	CITY OF HENDERSON OBO HENDERSON FIRE DEPARTMENT	FEDERAL	$15,961,309	
	Contract Description:	This is a new interlocal agreement to provide certified public expenditure reimbursement methodology for emergency transportation to Medicaid recipients and define the reporting requirements by the entity in order to j methodology. The contractor will provide services and bill the Medicaid fiscal agent for services rendered in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual.				
		Term of Contract:	07/01/2017 - 06/30/2022	Contract # 20340		
13.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID	CITY OF LAS VEGAS OBO LAS VEGAS FIRE AND RESCUE	FEDERAL	$175,071,955	
	Contract Description:	This is a new interlocal agreement to provide certified public expenditure reimbursement methodology for emergency transportation to Medicaid recipients and define the reporting requirements by the entity in order to receive this type of reimbursement methodology. The contractor will provide services and bill the Medicaid fiscal agent for services rendered in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual.				
		Term of Contract:	10/01/2015 - 06/30/2020	Contract # 20099		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
14.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	NETSMART TECHNOLOGIES, INC.	GENERAL	$545,328	Sole Source
	Contract Description:	This is a new contract to implement an approved technology investment to provide an onsite laboratory information services system that integrates with the existing electronic health record myAVATAR to replace current manual processes of delivery and storage of patient laboratory orders and results data.				
		Term of Contract:	Upon Approval - 08/13/2022	Contract # 20208		
15.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	MORRISON MANAGEMENT SPECIALISTS, INC.	GENERAL 90% FEDERAL 10%	$2,967,738	
	Contract Description:	This is the first amendment to the original contract which provides ongoing food management services to Northern Nevada Adult Mental Health Services, Lake's Crossing Center and Northern Nevada Child and Adolescent Services facilities located on the northern health campus. This amendment increases the maximum amount from $3,800,000.00 to $6,767,738.35 due to the addition of Southern Nevada Adult Mental Health Services, Division of Child and Family Services and Aging and Disability Services Division on the southern health campus in Las Vegas and the revised scope of work and deliverables.				
		Term of Contract:	03/01/2018 - 03/01/2020	Contract # 19616		
16.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - BEHAVIORAL HEALTH PREVENTION AND TREATMENT	OFFICE OF THE ATTORNEY GENERAL	FEDERAL	$810,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing collection of data and outcomes for the enforcement of state tobacco laws governing the sale of tobacco to minors pursuant to the Synar amendment passed by Congress in 1992.				
		Term of Contract:	07/01/2018 - 06/30/2028	Contract # 20188		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
17.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - WOMEN, INFANT, AND CHILDREN FOOD SUPPLEMENT	UTAH DEPARTMENT OF HEALTH	FEDERAL	$2,657,287	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing enrollment in a multi-state consortium and assistance with the maintenance and enhancements of the software system utilized by these states to determine participant eligibility, meet federal regulations and issue food benefits.				
		Term of Contract:	Upon Approval - 12/31/2021	Contract # 20081		
18.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - COMMUNICABLE DISEASES	AJ BOGGS & COMPANY DBA LIFIA AND IXN	FEDERAL	$365,203	
	Contract Description:	This is the first amendment to the original contract to continue to implement an approved technology investment which provides web-hosting of the CareWare reporting system. The program provides reporting utilities for the Ryan White/HIV program. This amendment extends the termination date from 08/31/2018 to 8/31/2021 and increases the maximum amount from $316,208.00 to $681,410.75 due to the continued need for these services.				
		Term of Contract:	09/01/2017 - 08/31/2021	Contract # 18935		
19.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - CHRONIC DISEASE	ACCESS TO HEALTHCARE NETWORK, INC.	FEDERAL	$2,800,000	
	Contract Description:	This is the first amendment to the original contract that continues ongoing management services for the Women's Health Connection program for determination of client eligibility and referral. This amendment increases the maximum amount from $7,200,000 to $10,000,000 due to an increased volume of referrals.				
		Term of Contract:	06/30/2015 - 06/30/2019	Contract # 16383		
20.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH – RURAL CLINICS	BOARD OF REGENTS-NEVADA SYSTEM OF HIGHER EDUCATION OBO-UNIVERSITY OF NEVADA, RENO	GENERAL	$53,460	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing telepsychology services to clients located in rural areas.				
		Term of Contract:	07/01/2018 - 06/30/2019	Contract # 19990		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
21.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - ADMINISTRATION	DATA BUILDERS, INC.	GENERAL 30% FEDERAL 70%	$52,370	
	Contract Description:	This is a new contract to provide ongoing support, licensing, maintenance and modifications for the Program Review and Evaluation's Q5i hearings database.				
		Term of Contract:	Upon Approval - 06/30/2020	Contract # 19838		
22.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES – CHILD SUPPORT ENFORCEMENT PROGRAM	EIGHTH JUDICIAL DISTRICT COURT - CLARK COUNTY	OTHER: STATE SHARE OF COLLECTIONS 34% FEDERAL 66%	$9,975,549	
	Contract Description:	This is a new interlocal agreement that continues ongoing hearing master and court services to enforce child support obligations owed by non-custodial parents to their children as well as locate non-custodial parents, establish paternity and adjust support orders.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 19744		
23.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES – CHILD SUPPORT ENFORCEMENT PROGRAM	ELEVENTH JUDICIAL DISTRICT COURT- LANDER, MINERAL, PERSHING COUNTY	OTHER: STATE SHARE OF COLLECTIONS 34% FEDERAL 66%	$88,560	
	Contract Description:	This is a new interlocal agreement that continues ongoing hearing master and court services to enforce child support obligations owed by non-custodial parents to their children as well as locate non-custodial parents, establish paternity and adjust support orders.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 19728		
24.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES – CHILD SUPPORT ENFORCEMENT PROGRAM	FIFTH JUDICIAL DISTRICT COURT - ESMERALDA AND NYE COUNTY	OTHER: STATE SHARE OF COLLECTIONS 34% FEDERAL 66%	$173,363	
	Contract Description:	This is a new interlocal agreement that continues ongoing hearing master and court services to enforce child support obligations owed by non-custodial parents to their children as well as locate non-custodial parents, establish paternity and adjust support orders.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 19723		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
25.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES – CHILD SUPPORT ENFORCEMENT PROGRAM	NINTH JUDICIAL DISTRICT COURT - DOUGLAS COUNTY	OTHER: STATE SHARE OF COLLECTIONS 34% FEDERAL 66%	$88,630	
	Contract Description:	This is a new interlocal agreement that continues ongoing Hearing Master and Court Services to enforce child support obligations owed by non-custodial parents to their children as well as locate non-custodial parents, establish paternity and adjust support orders.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 19751		
26.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES – CHILD SUPPORT ENFORCEMENT PROGRAM	SIXTH JUDICIAL DISTRICT COURT - HUMBOLDT COUNTY	OTHER: STATE SHARE OF COLLECTIONS 34% FEDERAL 66%	$77,440	
	Contract Description:	This is a new interlocal agreement that continues ongoing hearing master and court services to enforce support obligations owed by non-custodial parents to their children, as well as locate non-custodial parents, establish paternity and adjusting support orders.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 19747		
27.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – CHILD AND FAMILY SERVICES - YOUTH PAROLE SERVICES	SANKOFA PROVIDERS OF NEVADA, INC.	GENERAL 50% OTHER: COUNTY REIMBURSEMENTS 50%	$85,264	
	Contract Description:	This is a new contract to provide 24 hours a day, 7 days a week supervision for a youth placed in a specialized facility with the intentions of eventually transitioning the youth to the Division of Public and Behavior Health, Northern Nevada Adult Mental Health Services. The supervision includes all applicable medication, medication management, treatment and therapy required by the youth.				
		Term of Contract:	06/06/2018 - 12/05/2018	Contract # 20413		
28.	440	DEPARTMENT OF CORRECTIONS - OFFENDERS' STORE FUND	CENTURYLINK PUBLIC DBA COMMUNICATIONS, INC.	OTHER: REVENUE	$4,879,063	
	Contract Description:	This is the second amendment to the original revenue contract to provide ongoing telephone service to incarcerated offenders. This amendment extends the termination date from July 31, 2018 to January 31, 2019 and increase the maximum amount of the contract from $13,000,000.00 to $17,879,063.22 to continue services without interruption during the negotiation and approval period of the National Association of State Procurement Officers Master Service Agreement for inmate telephone services.				
		Term of Contract:	08/01/2014 - 01/31/2019	Contract # 15707		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
29.	440	DEPARTMENT OF CORRECTIONS - DIRECTOR'S OFFICE	BOARD OF REGENTS-NEVADA SYSTEM OF HIGHER EDUCATION OBO-UNIVERSITY OF NEVADA, RENO	GENERAL	$180,422	
	Contract Description:	This is a new interlocal agreement to provide access to the video network capabilities of NevadaNet used for educational and public purposes at 22 various correctional facilities.				
		Term of Contract:	07/01/2017 - 06/30/2019	Contract # 20149		
30.	440	DEPARTMENT OF CORRECTIONS – ONE-SHOT	KRONOS INCORPORATED DBA KRONOS SYSTEMS INCORPORATED	GENERAL	$575,212	
	Contract Description:	This is a new contract which provides replacement and implementation of a new scheduling software application that manages personnel effectively and efficiently. The new scheduling system will better manage staff shift bids, leave requests and overtime; thereby ensuring a safe environment for department personnel and inmates.				
		Term of Contract:	08/15/2018 - 06/30/2021	Contract # 19853		
31.	500	DIVISION OF MINERAL RESOURCES	CLARK COUNTY DESERT CONSERVATION	OTHER: REVENUE	$193,825	
	Contract Description:	This is a new revenue interlocal agreement to provide for abatement of non-operating mines while providing wildlife habitat for desert tortoises and several species of bats in and around the new Gold Butte National Monument. **THIS CONTRACT IS CONTINGENT UPON APPROVAL OF IFC WORK PROGRAM #C44060.**				
		Term of Contract:	Upon Approval - 12/19/2019	Contract # 20520		
32.	650	DEPARTMENT OF PUBLIC SAFETY - DIRECTOR'S OFFICE	AXON ENTERPRISES, INC.	OTHER: FORFEITURES	$1,667,005	Sole Source
	Contract Description:	This is the second amendment to the original contract which provides for body worn cameras. This amendment increases the maximum amount from $1,252,000 to $2,919,005 and changes the scope of work to add the purchase of 889 tasers, all necessary operating/accessory equipment, a five year warranty and the integration of the tasers with the body cameras.				
		Term of Contract:	01/10/2017 - 11/30/2021	Contract # 18254		
33.	690	COLORADO RIVER COMMISSION - POWER DELIVERY PROJECT	BURNS & MCDONNELL ENGINEERING COMPANY	OTHER: POWER SALES	$760,000	Professional Service
	Contract Description:	This is a new contract for ongoing engineering, drafting, and analysis services for the routine operation and maintenance of a high voltage transmission and distribution system and possible upgrade, repair or extension of a high voltage transmission and distribution system. **THIS CONTRACT IS CONTINGENT UPON APPROVAL OF IFC WORK PROGRAM #C43762.**				
		Term of Contract:	08/14/2018 - 06/30/2020	Contract # 20287		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
34.	702	DEPARTMENT OF WILDLIFE - OPERATIONS	KALKOMEY ENTERPRISES, INC.	FEE: SPORTSMEN AND HUNT APPLICATION	$1,565,381	
	Contract Description:	This is the first amendment to the original contract to implement an approved technology investment which provides a modern and intuitive data system for the business processes related to Wildlife License and Registration, Volunteer Data System, and the Hunt Application System. This amendment increases the maximum amount from $7,500,000.00 to $9,065,380.80 due to the addition of a required service fee.				
		Term of Contract:	08/08/2017 - 08/07/2023	Contract # 18941		
35.	702	DEPARTMENT OF WILDLIFE – GAME MANAGEMENT	TRE BARNEN, LLC DBA RED STAR FENCE COMPANY	FEE: SPORTSMEN 50% OTHER: WILDLIFE HERITAGE 10% FEDERAL 40%	$200,000	
	Contract Description:	This is the first amendment to the original contract which provides protection to state owned and private lands by either constructing or removing fences for resource enhancement of springs, riparian areas and crucial habitats. This amendment increases the maximum amount from $100,000 to $300,000 due to unanticipated fence contracting needs.				
		Term of Contract:	04/11/2017 - 04/10/2021	Contract # 18372		
36.	702	DEPARTMENT OF WILDLIFE – DIVERSITY DIVISION	ACHA CONSTRUCTION, LLC	FEE: SPORTSMEN 50% OTHER: WILDLIFE HERITAGE 10% FEDERAL 40%	$200,000	
	Contract Description:	This is the first amendment to the original contract which provides protection to state owned and private lands by either constructing or removing fences for resource enhancement of springs, riparian areas and crucial habitats. This amendment increases the maximum amount from $100,000 to $300,000 due to unanticipated fence contracting needs.				
		Term of Contract:	04/10/2018 - 04/10/2021	Contract # 19631		
37.	702	DEPARTMENT OF WILDLIFE - HABITAT	NNE CONSTRUCTION, INC.	FEE: SPORTSMEN 50% OTHER: WILDLIFE HERITAGE 10% FEDERAL 40%	$200,000	
	Contract Description:	This is the first amendment to the original contract which provides protection to state owned and private lands by either constructing or removing fences for resource enhancement of springs, riparian areas and crucial habitats. This amendment increases the maximum amount from $100,000 to $300,000 due to unanticipated fence contracting needs.				
		Term of Contract:	02/13/2018 - 04/10/2021	Contract # 19564		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
38.	702	DEPARTMENT OF WILDLIFE - HABITAT	RANGELAND INVASIVE PLANT MANAGEMENT, LLC	FEE: HABITAT CONSERVATION 25% BONDS 25% OTHER: DONATIONS 25% FEDERAL 25%	$150,001	
	Contract Description:	This is the first amendment to the original contract which provides application of herbicide/pesticide to control invasive plant species in remote areas of the State. This amendment increases the maximum amount from $99,999 to $250,000 due to an increased focus of combating noxious weeds on State-owned lands.				
		Term of Contract:	07/12/2016 - 06/01/2020	Contract # 17906		
39.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - ADMINISTRATION	AUTOMATED TEMPERATURE CONTROLS, INC.	GENERAL	$70,825	
	Contract Description:	This is a new contract to provide installation of Delta Controls Building Management System upgrades at the Sierra Front Interagency Dispatch Center in Minden.				
		Term of Contract:	Upon Approval - 09/30/2018	Contract # 20267		
40.	707	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS - TAHOE BOND SALE-NON-EXEC	TAHOE DOUGLAS FIRE PROTECTION DISTRICT	OTHER: LAND SALES	($100,000)	
	Contract Description:	This is the first amendment to the original contract which provides forest restoration assistance in the form of organized work crews for the Nevada Tahoe Resource Team. This amendment modifies the scope of work to remove the Lake Tahoe Nevada State Park and decreases the maximum amount from $190,000 to $90,000.				
		Term of Contract:	04/12/2016 - 12/31/2019	Contract # 17559		
41.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - ADMINISTRATION	KPS/3, INC.	FEDERAL	$22,200	
	Contract Description:	This is the second amendment to the original contract to implement an approved technology investment which provides redesign and maintenance/support services for division websites. This amendment increases the maximum amount from $46,800 to $69,000 due to the need for additional upgrades to the content management system.				
		Term of Contract:	10/06/2017 - 09/30/2021	Contract # 19239		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
42.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE REGULATION	ASSURITY RESOURCES, INC.	FEE: EXAMINATION	$2,500,000	
	Contract Description:	This is a new contract to provide statutory examination services on an as needed basis. Work will vary from a full scope to a target exam and may be required in all 50 states, District of Columbia or territories.				
		Term of Contract:	Upon Approval - 08/31/2020	Contract # 20457		
43.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE REGULATION	CARR, RIGGS AND INGRAM, LLC	FEE: EXAMINATION	$2,500,000	
	Contract Description:	This is a new contract to provide statutory examination services on an as needed basis. Work will vary from a full scope to a target exam and may be required in all 50 states, District of Columbia or territories.				
		Term of Contract:	Upon Approval - 08/31/2020	Contract # 20466		
44.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE REGULATION	EIDE BAILLY, LLP	FEE: EXAMINATION	$2,500,000	
	Contract Description:	This is a new contract to provide statutory examination services on an as-needed basis. Work will vary from a full scope to a target exam and may be required in all 50 states, District of Columbia or territories.				
		Term of Contract:	Upon Approval - 08/31/2020	Contract # 20469		
45.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE REGULATION	EXAMINATION RESOURCES, LLC	FEE: EXAMINATION	$2,500,000	
	Contract Description:	This is a new contract to provide statutory examination services on an as needed basis. Work will vary from a full scope to a target exam and may be required in all 50 states, District of Columbia or territories.				
		Term of Contract:	Upon Approval - 08/31/2020	Contract # 20468		
46.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE REGULATION	INS REGULATORY INSURANCE SERVICES, INC.	FEE: EXAMINATION	$2,500,000	
	Contract Description:	This is a new contract to provide statutory examination services on an as needed basis. Work will vary from a full scope to a target exam and may be required in all 50 states, District of Columbia or territories.				
		Term of Contract:	07/01/2018 - 08/31/2020	Contract # 20467		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
47.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE REGULATION	LEWIS & ELLIS, INC.	FEE: EXAMINATION	$2,500,000	
	Contract Description:	This is a new contract to provide statutory examination services on an as needed basis. Work will vary from a full scope to a target exam and may be required in all 50 states, District of Columbia or territories.				
		Term of Contract:	Upon Approval - 08/31/2020	Contract # 20464		
48.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE REGULATION	NOBLE CONSULTING SERVICES, INC.	FEE: EXAMINATION	$2,500,000	
	Contract Description:	This is a new contract to provide statutory examination services on an as needed basis. Work will vary from a full scope to a target exam and may be required in all 50 states, District of Columbia or territories.				
		Term of Contract:	Upon Approval - 08/31/2020	Contract # 20461		
49.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE REGULATION	RISK & REGULATORY CONSULTING	FEE: EXAMINATION	$2,500,000	
	Contract Description:	This is a new contract to provide statutory examination services on an as needed basis. Work will vary from a full scope to a target exam and may be required in all 50 states, District of Columbia or territories.				
		Term of Contract:	Upon Approval - 08/31/2020	Contract # 20460		
50.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE REGULATION	TAYLOR WALKER CONSULTING, LLC	FEE: EXAMINATION	$2,500,000	
	Contract Description:	This is a new contract to provide statutory examination services on an as needed basis. Work will vary from a full scope to a target exam and may be required in all 50 states, District of Columbia or territories.				
		Term of Contract:	Upon Approval - 08/31/2020	Contract # 20448		
51.	810	DEPARTMENT OF MOTOR VEHICLES - LICENSE PLATE FACTORY	SIMS METAL MANAGEMENT	OTHER: REVENUE	$800,000	
	Contract Description:	This is a new revenue contract to provide for the removal and destruction of scrap metal aluminum and steel material from the License Plate Factory. The vendor will destroy all material by high tonnage compression, sell material on the scrap metal market and remit proceeds.				
		Term of Contract:	08/14/2018 - 06/30/2028	Contract # 20421		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
52.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - VOCATIONAL REHABILITATION	JOBS FOR NEVADA'S GRADUATES	GENERAL 21.3% FEDERAL 78.7%	$750,000	Sole Source
	Contract Description:	This is a new contract that provides Pre-Employment Transition Services (Pre-ETS) in the state's secondary education schools. It provides expanded traditional transition services to students with disabilities in the state's high schools. Pre-ETS programs are required under the Workforce Innovation and Opportunity Act (Public Law 113-128), which requires that 15% of all federal Rehabilitation funding to be focused on Pre-ETS.				
		Term of Contract:	Upon Approval - 07/31/2021	Contract # 20013		
53.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	CURTIS MEYER, DBA SUPERIOR JANITORIAL SERVICE	GENERAL 1.9% OTHER: BUSINESS, ENTERPRISE OF NEVADA, EMPLOYMENT SECURITY DIVISION SPECIAL FUND, CAREER ENHANCEMENT FUND 29.1% FEDERAL 69%	$2,985	
	Contract Description:	This is the fourth amendment to the original contract which provides ongoing janitorial services for the Elko JobConnect Office. This amendment increases the maximum amount from $49,750 to $52,735 due to the continued need for these services.				
		Term of Contract:	05/01/2014 - 09/30/2018	Contract # 15444		
54.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - INFORMATION DEVELOPMENT AND PROCESSING	ARISANT, LLC	OTHER: COST ALLOCATION	$271,613	
	Contract Description:	This is a new contract to provide information technology services to upgrade Oracle Identity Access Management software.				
		Term of Contract:	Upon Approval - 02/28/2020	Contract # 20487		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
55.	960	SILVER STATE HEALTH INSURANCE EXCHANGE - SILVER STATE HEALTH INSURANCE EXCHANGE ADMINISTRATION	VIMO, INC. DBA GETINSURED	FEE: EXCHANGE CARRIER	$24,404,402	
	Contract Description:	This is a new contract to implement an approved technology investment which provides the design, development and implementation as well as ongoing support of an integrated online health insurance exchange platform and associated consumer assistance center to facilitate the purchase of Qualified Health Plans under the Affordable Care Act.				
		Term of Contract:	Upon Approval - 01/31/2024	Contract # 20454		

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16964**

Amendment Number: **2**

Legal Entity Name: Adams Natural Resources Consulting Services, LLC

Agency Name: **ATTORNEY GENERAL'S OFFICE**

Contractor Name: **Adams Natural Resources Consulting Services, LLC**

Agency Code: **030**

Address: **1238 Buzzy's Ranch Road**

Appropriation Unit: **1031-12**

Is budget authority available?: **Yes**

City/State/Zip **Carson City, NV 89701**

If "No" please explain: Not Applicable

Contact/Phone: 775-882-4201

Vendor No.: T27037804

NV Business ID: NV20151430090

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.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2015**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2018**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Consultation**

5. Purpose of contract:

This is the second amendment to the original contract which provides ongoing services necessary to advance Nevada's Yucca Mountain legal efforts, including the state's participation in U.S. Nuclear Regulatory Commission licensing proceedings and other Yucca Mountain litigation, and oversight responsibilities as they relate to the proposed Yucca Mountain high-level nuclear waste program. This amendment extends the termination date of the contract from September 30, 2018 to September 30, 2019 and increases the maximum amount from $450,000 to $600,000 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:	$300,000.00	$300,000.00	$300,000.00	Yes - Action
	a. Amendment 1:	$150,000.00	$150,000.00	$150,000.00	Yes - Action
2.	Amount of current amendment (#2):	$150,000.00	$150,000.00	$150,000.00	Yes - Action
3.	New maximum contract amount:	$600,000.00			
	and/or the termination date of the original contract has changed to:	09/30/2019			

II. JUSTIFICATION

7. What conditions require that this work be done?

Efforts to block the proposed Yucca Mountain repository

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

State employees do not have this expertise in this specialized field

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

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

Former employee who has experience in this field

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cschonl1	06/26/2018 14:53:25 PM
Division Approval	cschonl1	06/26/2018 14:53:27 PM
Department Approval	cschonl1	06/26/2018 14:53:29 PM
Contract Manager Approval	cschonl1	06/26/2018 14:53:34 PM
Budget Analyst Approval	hfield	06/29/2018 13:36:17 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: **20450**

		Legal Entity Name:	CLARK COUNTY, NEVADA ON BEHALF OF CLARK COUNTY DETENTION CENTER
Agency Name:	**ATTORNEY GENERAL'S OFFICE**	Contractor Name:	**CLARK COUNTY, NEVADA ON BEHALF OF CLARK COUNTY DETENTION CENTER**
Agency Code:	**030**	Address:	**330 SOUTH CASINO CENTER BLVD**
Appropriation Unit:	**1042-00**		
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89101**
If "No" please explain:	Not Applicable	Contact/Phone:	702/828-3596
		Vendor No.:	T81026920AL
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	**X**	Fees	**100.00 %**	**REVENUE**
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Clark County Detention Center had to obtain approvals from their Board prior to sending this to the Office of the Attorney General. Due to their lengthy approval process, this contract was just received by our office.

3. Termination Date: **06/30/2022**
   Contract term: **3 years and 334 days**

4. Type of contract: **Revenue Contract**
   Contract description: **VINE Systems**

5. Purpose of contract:

This is a new revenue interlocal contract to provide for the Victim Information and Notification System. The entities that will be using this system will cost share with the Office of the Attorney General.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$180,000.00**

Payment for services will be made at the rate of $45,000.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 178.4715 a victim may request the Administrator or the Administrator's designee to notify them of an offender's discharge, conditional release or escape from the custody of the Administrator. The VINE system has been implemented so that this notification is an automated process removing this task from the individual jurisdictions and creating a more expedient method of notification.

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

This is a revenue contract that does not require work to be done by State employees.

9. Were quotes or proposals solicited? No

   Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Soliciation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:
    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cschonl1	07/03/2018 10:38:27 AM
Division Approval	cschonl1	07/03/2018 10:38:29 AM
Department Approval	cschonl1	07/03/2018 10:38:31 AM
Contract Manager Approval	cschonl1	07/03/2018 10:38:34 AM
Budget Analyst Approval	hfield	07/05/2018 15:26:37 PM
BOE Agenda Approval	hfield	07/05/2018 15:26:40 PM
BOE Final Approval	Pending	

ADAM PAUL LAXALT
Attorney General

NICHOLAS A. TRUTANICH
Chief of Staff

KETAN D. BHIRUD
General Counsel

STATE OF NEVADA

OFFICE OF THE ATTORNEY GENERAL

100 North Carson Street
Carson City, Nevada 89701

MEMORANDUM

Date: July 3, 2018

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

From: Lesley Volkov, Management Analyst II

Subject: Retroactive Approval for contract #20450 for Clark County Detention Center

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Clark County Detention Center had to obtain approvals from their Board prior to sending this to the Office of the Attorney General. Due to their lengthy approval process, this contract was just received by our office. We therefore request to make this contract retroactive from July 1, 2018.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18179**

Amendment Number: **3**

Legal Entity Name: PCC Technology, Inc.

Agency Name: **SECRETARY OF STATE'S OFFICE**

Contractor Name: **PCC Technology, Inc.**

Agency Code: **040**

Address: **100 Northfield Drive, Ste 300A**

Appropriation Unit: **1050-10**

Is budget authority available?: **Yes**

City/State/Zip **Windsor, CT 06095**

If "No" please explain: Not Applicable

Contact/Phone: Greg Amato 860-559-6354

Vendor No.: T27040705

NV Business ID: NV20161239877

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.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP#3247

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/08/2016**

Anticipated BOE meeting date 08/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2020**

Contract term: **3 years and 326 days**

4. Type of contract: **Contract**

Contract description: **replace eSOS system**

5. Purpose of contract:

This is the third amendment to the original contract which improves the existing functionality of the Commercial Recordings business that includes the receipting, processing, and archiving of documents related to entity formations, amendments, annual renewals, state business licenses, copy requests, trademarks, on-line applications, customer service, Uniform Commercial Code, notary, accounting and time and material deliverable to perform a Fit Gap Analysis aimed at defining the missing features and functionality. This amendment increases the maximum amount from $9,460,752 to $9,838,105 due to additional services in Attachment AA - Negotiated Items, Section 17, Notary and Online Processing.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$9,460,752.30	$9,460,752.30	$9,460,752.30	Yes - Action
	a. Amendment 1:	$0.00	$0.00	$0.00	No
	b. Amendment 2:	$0.00	$0.00	$0.00	No
2.	Amount of current amendment (#3):	$377,353.00	$377,353.00	$377,353.00	Yes - Action
3.	New maximum contract amount:	$9,838,105.30			

II. JUSTIFICATION

7. What conditions require that this work be done?

Current System is aging and is no longer properly supported. TIR approved by 2015 legislature.

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

The State does not have the resources or the expertise to provide these services

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3247 and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/17/2016 Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	shudder	07/17/2018 10:47:17 AM
Division Approval	shudder	07/17/2018 10:47:21 AM
Department Approval	shudder	07/17/2018 10:47:26 AM
Contract Manager Approval	shudder	07/17/2018 10:47:30 AM

EITS Approval	lolso3	07/18/2018 15:53:23 PM
Budget Analyst Approval	laaron	07/20/2018 08:44:04 AM
BOE Agenda Approval	lfree1	07/23/2018 09:37:29 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: **20568**

		Legal Entity Name:	CONDUENT STATE & LOCAL SOLUTIONS, INC.
Agency Name:	**TREASURER - UNCLAIMED PROPERTY**	Contractor Name:	**CONDUENT STATE & LOCAL SOLUTIONS, INC.**
Agency Code:	**054**	Address:	**100 Hancock St., 10th Floor**
Appropriation Unit:	**3815-15**		
Is budget authority available?:	**Yes**	City/State/Zip	**Quincy, MA 02171**
If "No" please explain:	Not Applicable	Contact/Phone:	David Lemoine 617-722-9673
		Vendor No.:	PUR0003261A
		NV Business ID:	NV19911026030

To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Abandoned Property Receipts**

Agency Reference #: RFP # 05TO-S120

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **No**

   If "Yes", please explain

   Not Applicable

3. Termination Date: **08/31/2022**
   Contract term: **4 years**

4. Type of contract: **Contract**
   Contract description: **Securities Custodian**

5. Purpose of contract:

   This is a new contract to provide securities custodian services including selling and transferring securities and tracking all corporate actions on these securities for the Unclaimed Property Division.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$800,000.00**

   Other basis for payment: Payment is typically based on a per unit price. Maximum amount per year is $200,000.

II. JUSTIFICATION

7. What conditions require that this work be done?

   NRS 120A.500 requires that stock that is considered abandoned be reported to the State Treasurer as Unclaimed Property. In addition NRS 120A.610 states that securities may be sold. The State Treasurer holds nearly $20 million in Unclaimed Property securities. The Contractor will sell and transfer securities at the request of the State Treasurer to ensure the owners of the securities receive what they are due. The Contractor will also keep track of all corporate actions on these securities while the shares are held in custody on behalf of the State Treasurer.

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

   The State Treasurer does not employ a licensed stock broker or anyone with the ability to make a market on a security or transfer securities to individual owners.

9. Were quotes or proposals solicited? Yes
   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

Gryphon Asset Management
JP Morgan Chase
National Financial Services LLC

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #05TO-S120, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 04/26/2018 Anticipated re-bid date: 04/25/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Office of the State Treasurer - 2010 through present
DETR &#65533; 2007-2016

Quality of service satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	alaw1	07/13/2018 10:18:08 AM
Division Approval	alaw1	07/13/2018 10:18:13 AM
Department Approval	alaw1	07/13/2018 10:18:15 AM
Contract Manager Approval	yli00	07/13/2018 10:19:27 AM
Budget Analyst Approval	laaron	07/19/2018 12:50:00 PM
BOE Agenda Approval	lfree1	07/19/2018 15:24:03 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20404**

		Legal Entity Name:	SRI INTERNATIONAL
Agency Name:	**GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT**	Contractor Name:	**SRI INTERNATIONAL**
Agency Code:	**102**	Address:	**1100 Wilson Boulevard**
Appropriation Unit:	**1526-24**		**Suite 2800**
Is budget authority available?:	**Yes**	City/State/Zip	**Arlington, VA 22209**
If "No" please explain:	Not Applicable	Contact/Phone:	Roland Stephen 703-247-8552
		Vendor No.:	T29028556A
		NV Business ID:	NV20021209683

To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2018**

Contract term: **152 days**

4. Type of contract: **Contract**

Contract description: **Economic Dev Study**

5. Purpose of contract:

This is a new contract to conduct industry research in order to provide a new baseline for crafting a state-wide economic growth agenda for Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$106,028.00**

Other basis for payment: Upon receipt and approval of invoices as tasks are completed. Cost breakdown provided in Attachment AA -- vendor labor totals $78,326 and materials/supplies totals $14,219 and travel totals $13,483.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Governor's Office of Economic Development is charged with diversifying and strengthening Nevada's economy. An updated economic development agenda will be utilized to develop a new 5-year state-wide plan to enhance those efforts.

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

State employees lack the necessary experience and expertise in this field of research and analysis.

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. Soliciation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 180604
Approval Date: 06/07/2018

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

This vendor had conducted the baseline study of a state-wide economic growth agenda for Nevada in 2011. They possess the proven expertise needed for another successful economic development agenda that will be used for a new 5-year state plan.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?
No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?
No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?
No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?
No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?
Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor was engaged under contract by the Secretary of State's Office. The work was satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?
No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

16. a. Is the Contractor Name the same as the legal Entity Name?
Yes

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

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

19. Agency Field Contract Monitor:
Matt Moore, Deputy Director Ph: 775-687-9913

20. Contract Status:
Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bvale1	06/26/2018 17:25:22 PM
Division Approval	bvale1	07/10/2018 14:07:54 PM
Department Approval	bvale1	07/10/2018 14:07:57 PM
Contract Manager Approval	bvale1	07/10/2018 14:11:06 PM
Budget Analyst Approval	lfree1	07/16/2018 13:20:18 PM
BOE Agenda Approval	lfree1	07/16/2018 13:23:18 PM
BOE Final Approval	Pending	

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

Purchasing Use Only:	
Approval#:	180604

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	**Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:**			
	State Agency:	***Governor's Office of Economic Development (GOED)***		
	Contact Name and Title		*Phone Number*	*Email Address*
	Derek Armstrong, Deputy Director		***702-486-2700***	***darmstrong@diversifynevada.com***
	Bonnie Long, Director of Administration		***775-687-9910***	***blong@diversifynevada.com***

	Vendor Information:	
1b	Identify Vendor:	***SRI International***
	Contact Name:	***Contractual: Carol Foreman Technical: Dr. Roland Stephen***
	Address:	***1100 Wilson Boulevard, Suite 2800, Arlington, VA 22209-2268***
	Telephone Number:	***Carol: 703-247-8626 Dr. Stephen: 703-247-8552***
	Email Address:	**carol.foreman@sri.com roland.stephen@sri.com**

	Type of Waiver Requested – Check the appropriate type:	
1c	Sole or Single Source:	
	Professional Service Exemption:	*X*

	Contract Information:				
1d	Is this a new Contract?	Yes	*X*	No	
	Amendment:	*N/A*			
	CETS:	*N/A*			

	Term:				
1e	One (1) Time Purchase:				
	Contract:	Start Date:	***Upon Approval***	End Date:	***December 31 2018***

	Funding:	
1f	State Appropriated:	*X*
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	

1g	**Total Estimated Value of this Service Contract, Amendment or Purchase:**
	Not to exceed: $125,000.00

2	**Provide a description of work/services to be performed or commodity/good to be purchased:** ***This is a new contract to conduct a rigorous industry research study and provide an updated baseline for crafting a state-wide economic growth agenda for Nevada. This study is intended to provide an authoritative, action-oriented analysis of the composition, performance, and prospects of Nevada's key and emerging industries. The contractor will provide a set of deliverables including: full report on performance of the past State Plan for Economic Development, forward-looking analysis and recommendations regarding industry cluster and economic foundations; comprehensive analytical report and recommendations related to target industry sectors; and final strategy for target industry sector development.***

3	**What are the unique features/qualifications required for this service or good that are not available from any other vendor:** ***This vendor was contracted by the Secretary of State's Office in 2011 to conduct the baseline study for a state-wide economic growth agenda for Nevada. That study was utilized by GOED to develop their 5-year state plan. The vendor possesses the proven expertise, along with their knowledge of the state of Nevada at the local and state level, that will allow them to thoroughly review the state through the lens of the past study to determine how successful the state has been at tackling the key economic challenges previously identified. In addition, based on the vendor's quantitative and qualitative methodologies used in the first study, this vendor is uniquely situated to provide another forward-looking analysis of Nevada's economy and workforce and outline a new successful economic development agenda.***

4	**Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:** ***It is imperative to have continuity between the baseline study and the new study. Contracting with the same vendor will help with the long-term view and will be more efficient as the new study becomes a 2.0 version of the original plan vs. starting from scratch. The agency anticipates receiving another quality study that will be used to move Nevada forward in diversifying and strengthening the state's economy.***

5	**Were alternative services or commodities evaluated? Check One.**	Yes:	*X*	No:	
	a. ***If yes****, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.*				
	Other vendors were contacted and draft proposals were received ranging from $750K to $2M. However, the knowledge gained by the vendor who conducted the initial study will be most beneficial to the state in the form of cost effectiveness (the current request combined with the cost of the initial study is $325K), fiscal responsibility and very importantly will provide the needed continuity and consistency across the studies by using like methodologies with research and analysis.				
	b. ***If not****, why were alternatives not evaluated?*				

6	**Has the agency purchased this service or commodity in the past? Check One.** ***Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany***	Yes:		No:	*X*

	this request.						
	a. *If yes, starting with the most recent contract and working backward, for the **entire** relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:*						
	Term Start and End Dates		*Value*	*Short Description*	*Type of Procurement (RFP#, RFQ#, Waiver #)*		
	Although GOED did not contract with this vendor in the past, the Secretary of State's Office contracted with them in 2011 for the initial economic development study.						
	6/14/11	***12/31/11***	***$200,000***	***State-wide economic development agenda***	***Professional Service exemption***		

7	**What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?**
	The agency, and the Governor, is hopeful that there will be a new 5-year plan in place prior to the start of the next Legislative Session. Approval of this request will help the agency to achieve the this goal and provide for the vendor's ability to conduct, compile and analyze the study that will be used in the development of the new state plan. Approval will also help to ensure that the agency's Governor's Recommended Budget for the 2019-2021 biennium considers the state plan.

8	**What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?**
	This is the vendor who performed the initial study for the State of Nevada. The State has a significant investment in this original study and will realize a cost savings by continuing with this vendor to update that information. Therefore, it is more fiscally responsible to remain with the vendor who conducted and compiled the study utilized for the development of the 5-year state plan.

9	**Will this purchase obligate the State to this vendor for future purchases? *Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.***	Yes:	***X***	No:	
	a. *If yes, please provide details regarding future obligations or needs.*				
	There is the possibility that the agency may require subsequent or follow up services from this vendor if the economic development study/report were to require additional updates in the future.				

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

Bonnie Long 6/7/18

Print Name of Agency Representative Initiating Request — Date

Signature of Agency Head Authorizing Request

Paul Anderson 6/7/2018

Print Name of Agency Head Authorizing Request — Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review — Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

Administrator, Purchasing Division or Designee — 6-7-2018 Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20302**

		Legal Entity Name:	CONVERGEONE, INC.
Agency Name:	**ADMIN - ENTERPRISE IT SERVICES**	Contractor Name:	**CONVERGEONE, INC.**
Agency Code:	**180**	Address:	**NW 5806**
Appropriation Unit:	**1386-26**		**PO BOX 1450**
Is budget authority available?:	**Yes**	City/State/Zip	**MINNEAPOLIS, MN 55485-5806**
If "No" please explain:	Not Applicable	Contact/Phone:	651-393-6353
		Vendor No.:	T32004231A
		NV Business ID:	NV20011490185

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	**X**	Fees	**100.00 % User**
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/19/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

This is a request for a retroactive start date of June 19, 2018 for network analysis. We are considering the need to perform this work an "emergency" as risk of not completing these assessments causes potential life-threatening issues if critical communications fail due to network issues that are present.

3. Termination Date: **08/15/2018**

Contract term: **57 days**

4. Type of contract: **Contract**

Contract description: **Network Analysis**

5. Purpose of contract:

This is a new contract to implement an approved technology investment which provides network analysis to resolve ongoing issues and analyze the current network infrastructure and data traffic patterns in an effort to properly upgrade the Department of Corrections network infrastructure for locations at Carson City, Ely, Las Vegas and Lovelock.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$92,108.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Network Analysis NDOC - 4 locations. The network analysis is required to resolve ongoing issues and analyze the current network infrastructure and data traffic patterns in an effort to properly upgrade the Corrections network infrastructure. This will allow Corrections to incorporate voice over ip, guard body cameras and improved throughput for existing security cameras. All of these items are for Officer/Guard safety to include improved inmate safety.

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

This vendor has the unique ability to review, document, and analyze non-vendor specific hardware and infrastructure. This vendor does not specialize in Dell or Cisco. Most vendors are manufacture specific.

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. Soliciation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 4
Approval Date: 06/19/2018

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? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2016 for multiple agencies in good standing.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Ann Scott, Management Analyst III Ph: 775-684-5859

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ddav12	06/19/2018 14:42:01 PM
Division Approval	ddav12	06/19/2018 14:42:03 PM
Department Approval	ddav12	06/19/2018 14:42:07 PM
Contract Manager Approval	ddav12	06/27/2018 13:44:28 PM
EITS Approval	lolso3	06/29/2018 08:39:54 AM
Budget Analyst Approval	cmurph3	07/06/2018 13:38:05 PM
BOE Agenda Approval	cmurph3	07/06/2018 13:39:12 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Michael Dietrich
Chief Information Officer

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Enterprise I.T. Services Division
100 N. Stewart Street, Suite 100 | Carson City, NV 89701
Phone: (775) 684-5800

MEMORANDUM

TO: Colleen Murphy,
Executive Branch Budget Officer

THROUGH: Michael Dietrich, CIO MD

FROM: Michele Lynn,
Management Analyst III

SUBJECT: ConvergeONE Service Contract

DATE: June 19, 2018

This is a request for a retroactive start date of June 19, 2018 for the ConvergeONE Service Contract for network analysis at four (4) locations. The need for the analysis is to devise solutions to the myriad of network performance problems affecting Nevada Department of Corrections' (NDOC) critical communications and key initiatives. We are considering the need to perform this work an "emergency" as risk of not completing these assessments causes potential life-threatening issues if critical communications fail due to network issues that are present.

In addition, key NDOC initiatives such as Telemedicine are stalled until root cause can be determined.

Thank you for your consideration in this matter.

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

Purchasing Use Only:	
Approval#:	180605

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	**Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:**			
	State Agency:	EITS		
	Contact Name and Title		*Phone Number*	*Email Address*
	Jon Mathews, ITM II		*775 684 5843*	*jmathews@admin.nv.gov*
	Ann Scott, MA III		*775 684 5859*	*annmscott@admin.nv.gov*

	Vendor Information:	
1b	Identify Vendor:	*Converge One*
	Contact Name:	*Ryan Nelson*
	Address:	*1226 East 6600 South, Salt Lake City, UT 84121*
	Telephone Number:	*801 286 4690*
	Email Address:	*rnelson@convergeone.com*

1c	**Type of Waiver Requested – Check the appropriate type:**	
	Sole or Single Source:	*X*
	Professional Service Exemption:	

	Contract Information:				
1d	Is this a new Contract?	Yes	*X*	No	
	Amendment:	#			
	CETS:	#			

	Term:				
1e	One (1) Time Purchase:	*X*			08/15/18
	Contract:	Start Date:	*Upon Approval*	End Date:	*06/30/18*

	Funding:	
1f	State Appropriated:	*X - BA 1301 CAT 13* 1386/26
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	

1g	**Total Estimated Value of this Service Contract, Amendment or Purchase:**
	$92,108.00

2	**Provide a description of work/services to be performed or commodity/good to be purchased:** ***Network Analysis NDOC – 4 locations. The network analysis is required to resolve ongoing issues and analyze the current network infrastructure and data traffic patterns in an effort to properly upgrade the Corrections network infrastructure. This will allow Corrections to incorporate voice over ip, guard body cameras and improved throughput for existing security cameras. All of these items are for Officer/Guard safety to include improved inmate safety.***

3	**What are the unique features/qualifications required for this service or good that are not available from any other vendor:** ***This vendor has the unique ability to review, document, and analyze non-vendor specific hardware and infrastructure. This vendor does not specialize in Dell or Cisco.Most vendors are manufacture specific.***

4	**Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:** ***Currently we have only found one vendor who can support the budgeting timeline and who can pass the background checks required for access to the prison facilities.***

5	**Were alternative services or commodities evaluated? Check One.**	**Yes:**		**No:**	***X***
	a. ***If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.***				
	b. ***If not, why were alternatives not evaluated?***				
	Due to critical timeline for budget submittal there has been no time to evaluate. But due the public and officer safety issues created by a potentially unstable network we ask that this be expedited to avoid possible injury or loss life.				

6	**Has the agency purchased this service or commodity in the past? Check One.** ***Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany this request.***	**Yes:**		**No:**	***X***
	a. ***If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:***				

Term Start and End Dates		*Value*	*Short Description*	*Type of Procurement (RFP#, RFQ#, Waiver #)*
		$		
		$		
		$		
		$		
		$		

7	**What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?**				
	Risk of not completing these assessment causes potential life-threatening issues if critical communications fail due to network issues that are present.				

8	**What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?**				
	Voice call to one other vendor who cannot perform the requirements.				

9	**Will this purchase obligate the State to this vendor for future purchases?** ***Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.***	Yes:		No:	*X*
	a. *If yes, please provide details regarding future obligations or needs.*				

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

Jon X. Mathews — 6/19/18

Print Name of Agency Representative Initiating Request — Date

Michael Dietrich — 6-19-18

Signature of Agency Head Authorizing Request

Michael Dietrich, CIO — 6-19-18

Print Name of Agency Head Authorizing Request — Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review — Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

Administrator, Purchasing Division or Designee — 6-19-2018

Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20237**

		Legal Entity Name:	AVALON CARE CENTER - VA RENO, LLC
Agency Name:	**DEPARTMENT OF VETERANS SERVICES**	Contractor Name:	**AVALON CARE CENTER - VA RENO, LLC**
Agency Code:	**240**	Address:	**206 NORTH 2100 WEST**
Appropriation Unit:	**2569-04**		
Is budget authority available?:	**Yes**	City/State/Zip	**SALT LAKE CITY, UT 84116**
If "No" please explain:	Not Applicable	Contact/Phone:	Faye Lincoln 801-518-6565
		Vendor No.:	
		NV Business ID:	NV20171801266

To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/14/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/13/2022**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **NNSVH Mngmnt/Operatn**

5. Purpose of contract:

This is a new contract to provide management and operation of the Northern Nevada State Veterans Home in Sparks.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$21,840,160.00**

Other basis for payment: $448,000 (estimated Year 1 Management Fee after revenue collection) + $840,000 (estimated Year 2 Management Fee) + $840,000 (estimated Year 3 Management Fee) + $840,000 (estimated Year 4 Management Fee) + $17,000,000 (estimated 4 year total of Federal per diem payments) + $430,000 (estimated Start-up Costs per cost proposal includes 3 months of management fees prior to revenue collection) + $1,352,160 (estimated Year 1 Losses per cost proposal) + $90,000 (6 months additional management fees prior to revenue collection of $15,000/month).

II. JUSTIFICATION

7. What conditions require that this work be done?

The Northern Nevada State Veterans Home (NNSVH) is currently under construction and slated to open in early 2019. An experienced management company is necessary to manage and operate the NNSVH as there are no State employees with the experience to stand up a new State Veterans Home.

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 experience to open a State Veterans Home.

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):

Reliable Health Care
Quest Diagnostics
Supplemental Health Care

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3520, 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: 01/18/2018 Anticipated re-bid date: 01/01/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	06/11/2018 13:48:14 PM
Division Approval	agarland	06/11/2018 13:48:19 PM
Department Approval	agarland	06/11/2018 13:48:27 PM
Contract Manager Approval	agarland	06/11/2018 13:48:30 PM
Budget Analyst Approval	bmacke1	07/24/2018 09:41:38 AM
BOE Agenda Approval	hfield	07/24/2018 11:49:59 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17945**

Amendment Number: **2**

Legal Entity Name: Board of Regents - UNR

Agency Name: **NDE - DEPARTMENT OF EDUCATION**

Contractor Name: **Board of Regents - UNR**

Agency Code: **300**

Address: **Office of Sponsored Projects**
Mail Stop 0325

Appropriation Unit: **2709-21**

Is budget authority available?: **Yes**

City/State/Zip **Reno, NV 89557-0025**

If "No" please explain: Not Applicable

Contact/Phone: Charlene Hart 775-784-4040

Vendor No.: D35000816

NV Business ID: n/a

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 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/13/2016**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2019**

Contract term: **2 years and 290 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Child Care Quality**

5. Purpose of contract:

This is the second amendment to the original interlocal agreement which provides for the development and implementation of a Child Development Associate (CDA) program for infant toddler child care providers, including training, coaching, and support to providers to earn a CDA credential. This amendment increases the maximum amount from $643,144 to $697,833 to provide for the expansion of the CDA program, so it can be offered twice per year in both northern Nevada and southern Nevada.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$583,812.00	$583,812.00	$583,812.00	Yes - Action
	a. Amendment 1:	$59,332.00	$59,332.00	$59,332.00	Yes - Action
2.	Amount of current amendment (#2):	$54,689.00	$54,689.00	$54,689.00	Yes - Action
3.	New maximum contract amount:	$697,833.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department of Education receives funding from the US Administration for Children & Families, Child Care and Development Funds through a sub-grant from the Nevada Division of Welfare and Supportive Services. These funds must be used to increase access and improve quality of child care programs - specifically infant toddler care.

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

The Nevada Department of Education, Office of Early Learning and Development does not have sufficient number of staff to perform these activities. The Nevada System of Higher Education (NSHE), Board of Regents is a government 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. Soliciation Waiver: **Exempt (Per statute)**

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

In accordance with NRS 277.180, the Agency has contracted with the Board of Regents, University of Nevada Reno.

The indirect rate for this contract is 5%.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    Yes If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

5%

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Education has several interlocal agreement contracts in place for various services - work is satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vostin	06/19/2018 09:20:01 AM
Division Approval	amccalla	06/19/2018 17:37:08 PM
Department Approval	amccalla	06/19/2018 17:37:11 PM
Contract Manager Approval	amccalla	06/19/2018 17:37:14 PM
Budget Analyst Approval	cbrekken	07/10/2018 08:11:11 AM

BOE Agenda Approval	tgreenam	07/13/2018 15:24:29 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20341**

		Legal Entity Name:	INFINITE CAMPUS, INC.
Agency Name:	**NDE - DEPARTMENT OF EDUCATION**	Contractor Name:	**INFINITE CAMPUS, INC.**
Agency Code:	**300**	Address:	**4321 109TH AVENUE NE**
Appropriation Unit:	**2716-55**		
Is budget authority available?:	**Yes**	City/State/Zip	**BLAINE, MN 55449-6749**
If "No" please explain:	Not Applicable	Contact/Phone:	Sarah Gangl 651/631-0000
		Vendor No.:	T29032839
		NV Business ID:	NV20121635586

To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Due to contract negotiations taking longer than anticipated, and advice from both the Governor's Finance Office and Purchasing Division, the deadline for the June and July Board of Examiners meetings were missed. There are no other alternatives, pursuant to NRS 385A.800 through NRS 385A.830, the Superintendent of Public Instruction prescribed and designated Infinite Campus Inc. as the State standard for the collection, maintenance and transfer of data that each school district must adopt.

3. Termination Date: **06/30/2019**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **Software Lic.&Maint.**

5. Purpose of contract:

This is a new contract to provide ongoing access to the Statewide edition of the Infinite Campus Student Information System.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,120,582.00**

Other basis for payment: per itemized invoice upon deliverables

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 385A.800, 385A.810, 385A.820 and 385A.830, the State School Superintendent has the authority to dictate the information systems used to collect and report State required data fields for the Student Accountability Information Network (SAIN). The Superintendent has selected the Infinite Campus product as the State standard. This decision was reaffirmed by the selection, through a competitive bid process performed by Washoe County, Clark County, and the State Public Charter Schools as the student information system that best meets their needs.

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

Infinite Campus is a proprietary software product only available through the vendor. This contract will license a cloud based product that has no impact on the technology resources of 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. Soliciation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 180606
Approval Date: 06/21/2018

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

Per NRS 385A.800, 385A.810, 385A.820, and 385A.830

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

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?
No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?
No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?
No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?
No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?
Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

With the Nevada Department of Education from September 22, 2015 to present day. Their work is satisfactory to our needs.

14. Is the contractor currently involved in litigation with the State of Nevada?
No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

16. a. Is the Contractor Name the same as the legal Entity Name?
Yes

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

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

19. Agency Field Contract Monitor:
GLENN MEYER, null Ph: 775-687-9126

20. Contract Status:
Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vostin	06/26/2018 14:18:29 PM
Division Approval	amccalla	06/26/2018 17:05:19 PM
Department Approval	amccalla	06/26/2018 17:05:22 PM
Contract Manager Approval	amccalla	06/26/2018 17:05:24 PM
EITS Approval	lolso3	07/02/2018 08:08:52 AM
Budget Analyst Approval	cbrekken	07/19/2018 08:51:47 AM
BOE Agenda Approval	tgreenam	07/20/2018 12:51:50 PM
BOE Final Approval	Pending	

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

Purchasing Use Only:	
Approval#:	1806/06

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	**Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:**		
	State Agency: *Nevada Department of Education*		
	Contact Name and Title	*Phone Number*	*Email Address*
	Nancy Martineau	***(775) 687-9136***	***nmartineau@doe.nv.gov***
	Glenn Meyer	***(775) 687-9126***	***gmeyer@doe.nv.gov***

	Vendor Information:	
1b	Identify Vendor:	***Infinite Campus, Inc.***
	Contact Name:	***Sarah Gangl***
	Address:	***4321 109th Ave NE, Blaine, Minnesota 5549-6794***
	Telephone Number:	***(651) 631-0000***
	Email Address:	***Sarah.Gangl@infinitecampus.com***

1c	**Type of Waiver Requested – Check the appropriate type:**	
	Sole or Single Source:	*X*
	Professional Service Exemption:	

	Contract Information:				
1d	Is this a new Contract?	Yes	*X*	No	
	Amendment:	#			
	CETS:	#			

1e	**Term:**				
	One (1) Time Purchase:				
	Contract:	Start Date:	***July 1, 2018***	End Date:	***June 30, 2019***

1f	**Funding:**	
	State Appropriated:	
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	

1g	**Total Estimated Value of this Service Contract, Amendment or Purchase:**
	$1,126,582.00

2	**Provide a description of work/services to be performed or commodity/good to be purchased:** ***To provide the Nevada Department of Education access to the statewide version of the Infinite Campus Student Information System. The State version of Campus synchronizes required data elements between the District Editions and the State Edition. The Campus system is the sole source of student data that is used by the Department for State and Federal accountability.***

3	**What are the unique features/qualifications required for this service or good that are not available from any other vendor:** ***Infinite Campus is a student information system that is used in every Public School and Charter School. The system has been mandated by the Superintendent of Public Instruction to be used for the purposes of collecting and reporting student information to the Department's Student Accountability Information Network (SAIN) as required in NRS 385A.810.*** ***There are other student information system vendors that offer similar products but the decision was made per NRS 385A.810 that Campus would be the system used in Nevada. Since the product had already been selected through the competitive bid process in both Washoe and Clark County school districts and was approved for purchase by the State Public Charter School Authority there was no other option.*** ***The fact the Infinite Campus product was previously approved by the Purchasing Division for purchase and did not require a Solicitation Waiver due to the provisions in NRS 385A.810 allowed the state to implement the statewide solution. This implementation allowed the Department to consolidate our data collection and reporting methods and improve the quality and accessibility of student data. Failure to uphold this decision will result in the Department soliciting the contract. Should another vendor be chosen, the statewide system will have to be dismantled as the Campus State Edition is the only product available that integrates with the Campus District Edition.***

4	**Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:** ***Per NRS 385A.810, the State Superintendent of Public Instruction has the authority to dictate the information system used to collect and report State required data fields for the Student Accountability Information Network (SAIN). The Superintendent selected the Infinite Campus product for the Nevada Student Data System (Effective July 1, 2014). This decision was reaffirmed by the selection through a competitive bid process performed by Washoe County, Clark County, and the State Public Charter Schools as the student information system that best meets their needs.*** ***This product cannot be competitively bid as there is no other product that interfaces directly with Infinite Campus District Edition and since all districts and charter schools use Infinite Campus and have individual contracts to continue the use of Infinite Campus, there is no other off the shelf solution that will allow the Department to continue the operation of a statewide information system.***

5	**Were alternative services or commodities evaluated? Check One.**	Yes:	*X*	No:	
	a. ***There were three other products in use in Nevada by Washoe, Clark and the SPCSA. Clark and Washoe both executed a competitive process to replace their existing solutions and looked at multiple vendors as well as existing systems. Both selected Infinite Campus as the best product. There is no other off the shelf State level student information system that interfaces with the District Editions of Infinite Campus, therefore the state has no better option than to utilize Infinite Campus State Edition for the collection and reporting of State and Federal information.***				

	b. ***If not**, why were alternatives not evaluated?*

6	**Has the agency purchased this service or commodity in the past? Check One.** ***Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany this request.***		Yes:	***X and (3)(a)***	No:	
	a. *If yes, starting with the most recent contract and working backward, for the **entire** relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:*					
	Term Start and End Dates		*Value*	*Short Description*	*Type of Procurement (RFP#, RFQ#, Waiver #)*	
	7/22/15	***9/22/15***	***$0.00***	***Software license and maintenance amendment 1 - Time Extension only***	***Exempt Per Statute NRS 385A.810***	
	9/22/2015	***6/30/2017***	***$3,500,000.00***	***Software license and maintenance amendment 2 –***	***Exempt Per Statute NRS 385A.810***	
	7/1/2017	***6/30/2018***	***$0.00***	***Software license and maintenance amendment 3 - Time Extension only***	***Exempt Per Statute NRS 385A.810***	
	9/13/17	***6/30/18***	***$1,115,595.00***	***Software license and maintenance amendment 4***	***Exempt Per Statute NRS 385A.810***	

7	**What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?**
	Infinite Campus is a cloud based, proprietary software product only available through the vendor. • ***Should this solicitation waiver not be approved, all student, school, and district data will be disrupted at the state level. The Department will be unable to meet ANY of its State or Federal reporting requirements. There will be no Nevada Report Card, no Nevada School Performance Framework, no Growth Model and no data available for ad-hoc reporting or public information requests as all of these systems and processes are dependent on the data we receive through Infinite Campus State Edition.*** • ***Without this product, the Department would not be able to meet State and Federal data collection and reporting requirements for any of our 480,000 students. Student data would no longer synchronize between district and state requiring additional development or new products to be purchased to collect and report student data.*** • ***A competitive process resulting in the selection of another product would require the state to go through a full system conversion. The costs associated with implementing a new student information system would result in millions of dollars in implementation costs over and above the cost of the product itself. The initial implementation costs for the State Edition of Campus exceeded $1 million dollars. Total implementation costs and related expenditures approached 10 Million.*** • ***If the State was unable to maintain the State Edition of Campus, the state would no longer have a fully integrated statewide system. This would result in the need to develop custom data***

	collection routines for each of the public school districts and charter schools. This would be a giant step backwards for Nevada and result in additional costs associated with maintaining multiple custom data collection methods. • *The Department would be unable to calculate Average Daily Enrollment and would be unable to make DSA payments to districts and charters.* • *The Department would not be able to determine the number of students in special populations like Gifted and Talented, English Language Learners, Free and Reduced Lunch or Special Education and could no longer report on those populations.* • *Districts would be forced to enter into new contracts with Infinite Campus that were not protected by a statewide contract and would be subject to individual price increases. If the state's contract with Infinite Campus does not continue, the Superintendent's decision to utilize Infinite Campus as Nevada's student information system would be moot as the statewide system is dependent on the State Edition.*

8	**What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?** *In 2009 Washoe County initiated a RFP process to replace their district's student information system. Through the competitive bid process, Washoe selected Infinite Campus. In 2014 Clark County initiated a RFP process to replace their student information system. Clark County, through the competitive bid process, selected Infinite Campus. The State Public Charter School Authority also decided to replace their student information system with Infinite Campus and used Washoe and Clark's RFP results as justification for selecting the Campus product. Washoe, Clark and the SPCSA make up 89% of the total student population in Nevada. Due to the fact Campus was the system of choice for almost 90% of our total student population, the decision was made by the Superintendent to make Infinite Campus the statewide system.* *The RFP process conducted by Washoe and Clark as well as the SPCSA decision to use Campus and the Superintendent's statewide mandate has solidified the fact that Campus is the product of choice and the State contract has ensured the state as well as all our schools are getting the product at a fair and reasonable price. Because of the statewide buying power, Nevada has been able to keep the cost of the product at the same level as when we initially purchased and has been successful in negotiating reduced pricing for new add-on products being offered by Campus.*

9	**Will this purchase obligate the State to this vendor for future purchases?** *Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.*	Yes:	*X*	No:	
	a. *If yes, please provide details regarding future obligations or needs.*				
	There are no future obligations outside the scope of the current contract. All maintenance, licensing and services are included in the contract and those services would be required in future years (beyond this contract period) as long as the Superintendent of Public Instruction continues to declare Infinite Campus as the system of choice for reporting student information to the Department.				

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

Peter Zutz, ADAM Administrator
Print Name of Agency Representative Initiating Request

June 6, 2018
Date

Signature of Agency Head Authorizing Request

Steve Canavero, Superintendent
~~Brett Barley, Deputy Superintendent for~~ Student Achievement
Print Name of Agency Head Authorizing Request

6.6.18
Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

Administrator, Purchasing Division or Designee

6-21-2018
Date

BRIAN SANDOVAL
Governor

STEVE CANAVERO, Ph.D.
Superintendent of Public Instruction

STATE OF NEVADA

DEPARTMENT OF EDUCATION
700 E. Fifth Street
Carson City, Nevada 89701-5096
(775) 687 - 9200 · Fax: (775) 687 – 9101
http://www.doe.nv.gov

SOUTHERN NEVADA OFFICE
9890 S. Maryland Parkway, Suite 221
Las Vegas, Nevada 89183
(702) 486-6458
Fax: (702)486-6450
www.doe.nv.gov/Educator_Licensure

July 10, 2018

MEMORANDUM

TO: James Wells
Clerk of the Board of Examiners
Governor's Finance Office – Budget Division

THROUGH: Susan Brown
Budget Analyst, Governor's Finance Office – Budget Division

FROM: Andrea Osborne
Administrative Services Officer 3, Business and Support Services Division

SUBJECT: Request for Retroactive Contract with Infinite Campus, Inc.

This memorandum serves as a request for retroactive approval to July 1, 2018 on a contract with Infinite Campus, Inc. Due to contract negotiations taking longer than anticipated, the deadline for the June Board of Examiners meeting was missed. Upon submittal to and review by the Governor's Finance Office (GFO) the long term contract was disallowed and the Department of Education was advised by both the GFO and the Purchasing Division that a new shorter term contract instead be submitted. Because of this, the time it took to obtain a new approved Solicitation Waiver Justification and Request Form caused the July Board of Examiners meeting to be missed.

In the future the Assessment, Data, and Accountability Management office of the Nevada Department of Education will allow for more time for a negotiation period.

Failure to approve the retroactive contract would result in the Department of Education and the Districts not having access to the Nevada Students Information system provided for by Infinite Campus.

We appreciate your consideration in this matter.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20343**

		Legal Entity Name:	DBA EBSCO Information Services
Agency Name:	**ADMIN - NV ST LIBRARY, ARCHIVES AND PUBLIC RECORDS**	Contractor Name:	**EBSCO Industries, Inc. DBA STAND UP DESK STORE**
Agency Code:	**332**	Address:	**10 Estes Street**
Appropriation Unit:	**2891-12**		
Is budget authority available?:	**Yes**	City/State/Zip	**Ipswich, MA 01938**
If "No" please explain:	Not Applicable	Contact/Phone:	Kevin Leffew 800-653-2726
		Vendor No.:	PUR0004258
		NV Business ID:	NV20011454889

To what State Fiscal Year(s) will the contract be charged? **2019-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP # 08DOA-S67 PSMs GB

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

To prevent a break in database access in meeting the state requirement to provide library database service for all agencies, cities, counties and political subdivisions.

3. Termination Date: **06/30/2020**
   Contract term: **2 years**

4. Type of contract: **Contract**
   Contract description: **Database Package**

5. Purpose of contract:

This is a new contract to provide online access to multidisciplinary databases for all Nevada K-12 school libraries, academic libraries, public libraries, and for remote use by all Nevada residents.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$642,720.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The state requires a library database service for all agencies, cities, counties and political subdivisions.

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

This is a specialized 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):

Encyclopedia Brittanica
EBSCO
Scholastic Inc.
Cengage Learning Inc.

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #08DOA-S67, and in accordance with NRS 333, the selected vendor was the highest scoring proposed as determined by an independently appointed evaluation committee.

d. Last bid date: 04/14/2018 Anticipated re-bid date: 01/14/2020

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor currently holds the contract for the Statewide Library Database. The work has been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

No b. If "No", please explain:

dba

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	06/28/2018 09:40:03 AM
Division Approval	ssands	06/28/2018 09:40:06 AM
Department Approval	ssands	06/28/2018 09:40:09 AM
Contract Manager Approval	ssands	06/28/2018 09:40:12 AM
EITS Approval	lolso3	07/19/2018 13:31:19 PM
Budget Analyst Approval	mtum1	07/19/2018 15:00:15 PM
BOE Agenda Approval	cmurph3	07/20/2018 15:11:22 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey M. Kintop
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Nevada State Library, Archives and Public Records

100 N. Stewart Street | Carson City, NV 89701
Phone: (775) 684-3313 | TDD: (775) 687-8338 | Fax: (775) 684-3311

June 27, 2018

To: Board of Examiners
From: Jeffrey Kintop
Date: June 27, 2018
Re: Retroactive start date, EBSCO comprehensive statewide databases for Nevada Libraries

The Nevada State Library, Archives and Public Records (NSLAPR) has provided high quality, trusted information to Nevada residents through statewide comprehensive databases for nearly 20 years. NSLAPR, working closely with State Purchasing, issued a new database RFP this spring. The evaluators were library professionals, selected from school, academic, and public libraries throughout the state (from UNLV to Washoe Schools to White Pine County). With such a large contract, it was vital that we get everything about this new RFP right and that we have this group of librarians actively participate in the evaluation process. They are on the frontlines of library service, they have a thorough understanding of the information needs of their communities, and they are our best resources to ensure that the database selected will be effective and useful. Unfortunately, coordination of this far ranging group of evaluators caused unforeseen delays in the evaluation process.

The current comprehensive statewide database contract expires June 30, 2018. NSLAPR is asking for a retractive start date of July 1, 2018 for the new contract in order to ensure that there is not a six-week gap in service. Without a retroactive start date, libraries would have no resources to fill the information gap and the public wouldn't be able to access any of the research articles or trusted information sources that they've come to rely upon. It would be in the best interest of Nevada residents to ensure continuity and no gap in service.

Jeffrey Kintop
Administrator, Nevada State Library Archives and Public Records

Brian Sandoval
Governor

Patrick Cates
Director

Michael Dietrich
State CIO

David Haws
EITS Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Enterprise I.T. Services Division
100 N. Stewart Street, Suite 100 | Carson City, NV 89701
Phone: (775) 684-5800

DATE: May 15, 2018

TO: Jeff Kintop, Administrator, NV State Library, Archives, and Public Records

CC: Michael Dietrich, State CIO
David Haws, Administrator, EITS, DOA
Tom Wolf, Chief IT Manager, Computing, EITS, DOA
Ken Adams, Chief IT Manager, Communications, EITS, DOA
Suzie Block, Chief IT Manager, Agency IT Services, EITS, DOA
Robert Dehnhardt, Chief IT Manager, Security, EITS, DOA
Governor's Finance Office

FROM: Tim Lewis, Technical Investment Administrator, EITS, DOA

SUBJECT: TIN Review Completion: NSLAPR Online Library Databases Statewide

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We completed our review of the NSLAPR Online Library Databases Statewide TIN. The TIN describes the continuation of an annual subscription service. Cloud-based, services for the upcoming biennium include World Book Online, ABC-CLIO, Learning Express Library, and EBSCO.

It is expected that this effort will follow the existing agency and State security policies. The Office of Information Security (OIS) (InfoSec@doit.nv.gov) are available to review security controls and provide guidance on system architecture and the protection of critical and personally identifiable information.

If there are questions or if I can be of further assistance, please feel free to contact me at 775-684-5845.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20316**

		Legal Entity Name:	LYON COUNTY
Agency Name:	**DHHS - AGING AND DISABILITY SERVICES DIVISION**	Contractor Name:	**LYON COUNTY**
Agency Code:	**402**	Address:	**27 S MAIN ST**
Appropriation Unit:	**3167-00**		
Is budget authority available?:	**Yes**	City/State/Zip	**YERINGTON, NV 89447**
If "No" please explain:	Not Applicable	Contact/Phone:	775-463-6510
		Vendor No.:	T40156600
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Revenue**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

This contract requires the retroactive start date for the State's obligation to continue to provide critical support services (per NRS 435.020) for children with intellectual and development disabilities and ensure continuity of care for reimbursement to ADSD for non-federal share of funding as payment for children's services (per NRS 435.010). ADSD has been collaborating with its State agencies and the Counties to finalize contract language to meet the contractual obligations for all parties.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **Lyon County**

5. Purpose of contract:

This is a new revenue interlocal agreement to provide services to children with intellectual and developmental disabilities. This agreement will automatically renew each year unless terminated by either party.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$60,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 435.010 and NRS 435.020, the Aging and Disability Services Division (ADSD) is obligated to provide services to children with intellectual and developmental disabilities and the County to reimburse ADSD the non-federal share of funding as payment for services.

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

Not applicable. State employees are providing the services for the County.

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. Soliciation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

7/1/11 to 6/30/13 for Mental Health and Developmental Services - Satisfactory
7/1/13 to current for Aging and Disability Services - Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mlewi7	06/21/2018 16:11:55 PM
Division Approval	mlewi7	06/21/2018 16:11:57 PM
Department Approval	vmilazz1	07/06/2018 10:33:21 AM
Contract Manager Approval	khardca1	07/06/2018 14:14:11 PM
Budget Analyst Approval	bwooldri	07/17/2018 07:47:46 AM
BOE Agenda Approval	nhovden	07/17/2018 10:59:03 AM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

DENA SCHMIDT
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES
3416 Goni Road, Suite D-132
Carson City, NV, 89706
Telephone (775) 687-4210 • Fax (775) 687-0574
http://adsd.nv.gov

June 13, 2018

MEMORANDUM

TO: James Wells, Director
Governor's Finance Office

THROUGH: Richard Whitley, MS, Director
Department of Health and Human Services

FROM: Dena Schmidt, Administrator
Aging and Disability Services Division

SUBJECT: Request for Approval for Retroactive July 1, 2018, Start Date for Lyon County Revenue Contract

This memorandum requests the above referenced Aging and Disability Services Division (ADSD) revenue contract with Lyon County be approved for a retroactive start date effective July 1, 2018. This contract requires this retroactive start date for the State's obligation to continue to provide services and ensure continuity of care to children.

This revenue contract is for reimbursement to ADSD for the non-federal share of funding as payment for children's services per NRS 435.010. The critical nature of these services and NRS 435.020 obligate the State to continue to provide needed support services and service coordination for residents with intellectual and developmental disabilities.

ADSD has been collaborating with its State agencies and the counties to finalize contract language to meet the needs and contractual obligations for all parties.

Thank you for your consideration.

Dena Schmidt, Administrator
Aging and Disability Services Division

cc: Lisa Sherych, ADSD, Deputy Administrator
Lisa Tuttle, ADSD, Contract Manager

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20340**

		Legal Entity Name:	City of Henderson OBO Henderson Fire Department
Agency Name:	**DHHS - HEALTH CARE FINANCING & POLICY**	Contractor Name:	**City of Henderson OBO Henderson Fire Department**
Agency Code:	**403**	Address:	**250 Water Street, MSC 1012**
Appropriation Unit:	**3243-24**		
Is budget authority available?:	**Yes**	City/State/Zip	**Henderson, NV 89015**
If "No" please explain:	Not Applicable	Contact/Phone:	7022672222
		Vendor No.:	
		NV Business ID:	Governmental Enitity

To what State Fiscal Year(s) will the contract be charged? **2018-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Retroactive due to delays in negotiations with the City of Henderson and delays in the final disposition of cost reports from external vendor. The cost reports determine the budget projections for the contract.

3. Termination Date: **06/30/2022**

Contract term: **5 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **Fire District**

5. Purpose of contract:

This is a new interlocal agreement to provide certified public expenditure reimbursement methodology for emergency transportation to Medicaid recipients and define the reporting requirements by the entity in order to receive this type of reimbursement methodology. The contractor will provide services and bill the Medicaid fiscal agent for services rendered in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$15,961,309.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

DHCFP needs fire districts to provide emergency transportation. The Title XIX of the Social Security Act and accompanying regulations require that states cover medical care, services, and fulfill administrative requirements necessary to operate the Medicaid program efficiently. The transportation services ensure individuals get needed care.

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

The State does not have the resources or expertise to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Soliciation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkolenut	06/25/2018 09:38:40 AM
Division Approval	jkolenut	06/28/2018 15:57:14 PM
Department Approval	vmilazz1	07/06/2018 11:48:53 AM
Contract Manager Approval	iknigh1	07/09/2018 10:21:14 AM
Budget Analyst Approval	bwooldri	07/11/2018 09:35:51 AM
BOE Agenda Approval	nhovden	07/16/2018 16:18:18 PM
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
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Telephone (775) 684-3676 • Fax (775) 687-3893
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MEMORANDUM

Date: June 22nd, 2018

TO: Bessie Wooldridge, Executive Branch Officer I

FROM: Ellen Crecelius, DHCFP

RE: City of Henderson OBO Henderson Fire Department

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2017. The contract requires a retroactive start date to allow the State to pay the Fire Districts for services rendered. This contract was delayed due to delays in negotiations with the City of Henderson and delays in the final disposition of cost reports from external vendor. The cost reports determine the budget projections for the contract.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20099**

		Legal Entity Name:	City of Las Vegas OBO Las Vegas Fire and Rescue
Agency Name:	**DHHS - HEALTH CARE FINANCING & POLICY**	Contractor Name:	**City of Las Vegas OBO Las Vegas Fire and Rescue**
Agency Code:	**403**	Address:	**500 North Casino Center Blvd.**
Appropriation Unit:	**3243-24**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89101**
If "No" please explain:	Not Applicable	Contact/Phone:	702-383-2888
		Vendor No.:	T40277602
		NV Business ID:	Governmental Enitity

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2015**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

The contract requires a retroactive start date to allow the State to pay the Fire Districts for services rendered. This contract was delayed due to the approval of the State Plan Amendment. The county required more time to submit cost reports to DHCFP's financial statement auditor so that they can be audited for accuracy and submitted to the agency for payment.

3. Termination Date: **06/30/2020**
Contract term: **4 years and 274 days**

4. Type of contract: **Interlocal Agreement**
Contract description: **Fire District**

5. Purpose of contract:

This is a new interlocal agreement to provide certified public expenditure reimbursement methodology for emergency transportation to Medicaid recipients and define the reporting requirements by the entity in order to receive this type of reimbursement methodology. The contractor will provide services and bill the Medicaid fiscal agent for services rendered in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$175,071,955.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

DHCFP needs fire districts to provide emergency transportation. The Title XIX of the Social Security Act and accompanying regulations require that states cover medical care, services, and fulfill administrative requirements necessary to operate the Medicaid program efficiently. The transportation services ensure individuals get needed care.

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

The State does not have the resources or expertise to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Soliciation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The vendor previous preformed these duties and was found to be satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkolenut	06/05/2018 07:59:23 AM
Division Approval	jkolenut	06/12/2018 13:29:39 PM
Department Approval	vmilazz1	06/17/2018 17:17:18 PM
Contract Manager Approval	iknigh1	06/19/2018 10:55:08 AM
Budget Analyst Approval	bwooldri	07/03/2018 11:34:33 AM
BOE Agenda Approval	nhovden	07/03/2018 13:00:14 PM
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: May 15th, 2018

TO: Bessie Wooldridge, Executive Branch Officer I

FROM: Ellen Crecelius, DHCFP

RE: Las Vegas Fire and Rescue

This memorandum requests that the above subject contract be approved for a retroactive start date effective October 1, 2015. The contract requires a retroactive start date to allow the State to pay the Fire Districts for services rendered. This contract was delayed due to the approval of the State Plan Amendment. The county required more time to submit cost reports to DHCFP's financial statement auditor so that they can be audited for accuracy and submitted to the agency for payment. The final payment is used by the agency to calculate the projected budget for the contract term. The retroactive start date reflects the lag time in cost reports submitted to the vendor and in turn submitted to the agency for payment and budget projections

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20208**

		Legal Entity Name:	NETSMART TECHNOLOGIES, INC.
Agency Name:	**DHHS - PUBLIC AND BEHAVIORAL HEALTH**	Contractor Name:	**NETSMART TECHNOLOGIES, INC.**
Agency Code:	**406**	Address:	**4950 COLLEGE BLVD**
Appropriation Unit:	**3161-50**		
Is budget authority available?:	**Yes**	City/State/Zip	**OVERLAND PARK, KS 66211**
If "No" please explain:	Not Applicable	Contact/Phone:	913-202-1660
		Vendor No.:	PUR0003686
		NV Business ID:	NV20101021052

To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C 16496

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/13/2022**

Contract term: **4 years and 13 days**

4. Type of contract: **Contract**

Contract description: **Laboratory Info Ser.**

5. Purpose of contract:

This is a new contract to implement an approved technology investment to provide an onsite laboratory information services system that integrates with the existing electronic health record myAVATAR to replace current manual processes of delivery and storage of patient laboratory orders and results data.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$545,328.10**

II. JUSTIFICATION

7. What conditions require that this work be done?

Senate Bill 532 requires 24/7 medical laboratory services for State operated hospitals.

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 knowledge or proprietary rights 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. Soliciation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 180203
Approval Date: 02/22/2018

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? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?
No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?
No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?
No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?
No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?
Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DPBH since 2008 - satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?
No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

16. a. Is the Contractor Name the same as the legal Entity Name?
Yes

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

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

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	06/18/2018 09:13:48 AM
Division Approval	rmorse	06/18/2018 09:13:50 AM
Department Approval	vmilazz1	06/27/2018 16:12:27 PM
Contract Manager Approval	rmorse	06/28/2018 15:57:06 PM
EITS Approval	lolso3	06/29/2018 08:42:12 AM
Budget Analyst Approval	afrantz	07/16/2018 14:54:20 PM
BOE Agenda Approval	nhovden	07/16/2018 15:30:49 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Shannon Rahming
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Enterprise I.T. Services Division
100 N. Stewart Street, Suite 100 | Carson City, NV 89701
Phone: (775) 684-5800

MEMORANDUM

DATE: 5/18/16

TO: Valerie Hoffman, ITP II, HHS, DPBH
Erin Williams, ITM III, HHS, DPBH
Kirsten Coulombe, Deputy Division Administrator, HHS, DPBH
Cody Phinney, Division Administrator, HHS, DPBH

CC: Governor's Finance Office
Tom Wolf, Chief IT Manager, Computing, EITS, DOA
Ken Adams, Chief IT Manager, Communications, EITS, DOA
Brian Wilcox, Chief IT Manager, OIS, EITS, DOA
Alan Rogers, Deputy Administrator, EITS, DOA
Shannon Rahming, Administrator, EITS, DOA

FROM: Robert Keith, TIR Administrator, EITS, DOA

SUBJECT: TIR Approval: **Laboratory Information System**

The TIR and supporting documentation for the *Laboratory Information System* project for the Division of Public and Behavioral Health (DPBH) have been reviewed and approved.

The *Laboratory Information System* project requests funding to procure a new system to support the recent implementation of onsite medical laboratory testing at Southern Nevada Adult Mental Health Services. Laboratory testing was previously done by a contracted testing provider.

EITS Impact: None (vendor hosted)

It is expected that this effort will follow the existing agency and State security policies. The Office of Information Security (OIS) (*InfoSec@doit.nv.gov*) will ensure maximum security through guidance related to system architecture and the establishment of proper security controls. Please work with OIS to assure that proper security provisions are included in RFPs and vendor contracts. They are available to review any controls and provide guidance on protecting critical and personally identifiable information.

If funded, please be sure to consider how the implementation of this system will affect the workflow of state data and the related records responsibilities of agency personnel. If you

have questions regarding this or wish to receive a sampling of the types of RDAs that will be affected by this implementation please contact the State Records Manager, Nevada Library and Archives at *records@admin.nv.gov*.

Also, please be aware that requirements for additional bandwidth may result in the agency being placed in a different cost tier for communications services. If you have any questions, or if EITS Planning can be of any further assistance, please feel free to contact the helpdesk at 684-4333.

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

Purchasing Use Only:	
Approval#:	180203

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	**Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:**			
	State Agency:	***Public and Behavioral Health***		
	Rick Morse, MA III		*(775)684-5932*	*rmorse@health.nv.gov*
	Joanne Malay, Hospital Administrator		*(702)486-8894*	*jmalay@health.nv.gov*
	Erin Williams, IT Manager III		*(775)684-4213*	*williams@health.nv.gov*

	Vendor Information:	
1b	Identify Vendor:	***Netsmart***
	Contact Name:	***Bryan Wempen***
	Address:	***4950 College Blvd, Overland Park, KS 66211***
	Telephone Number:	***(913)202-1660***
	Email Address:	***bwempen@ntst.com***

1c	**Type of Waiver Requested – Check the appropriate type:**	
	Sole or Single Source:	*X*
	Professional Service Exemption:	

	Contract Information:				
1d	Is this a new Contract?	Yes	*X*	No	
	Amendment:	#			
	CETS:	#			

1e	**Term:**				
	One (1) Time Purchase:				
	Contract:	Start Date:	***Upon approval***	End Date:	*6/30/2022*

1f	**Funding:**	
	State Appropriated:	*X*
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	

1g	**Total Estimated Value of this Service Contract, Amendment or Purchase:**
	$574,916.00

2	**Provide a description of work/services to be performed or commodity/good to be purchased:** *Southern Nevada Adult Mental Health Services (SNAMHS) developed an onsite medical laboratory testing solution to improve patient care and reduce laboratory expenditures. The current process lacks seamless integration into the existing Division of Public and Behavioral Health's (DPBH) electronic health record (EHR), a proprietary suite of applications called myAVATAR.* *Netsmart Technologies will configure, implement and maintain an integrated Laboratory Information System (LIS) to automate and streamline patient reporting. This automation will reduce potential for errors in the manual processing that is used today.* *The following services and licensing are included in this request:* • *Project management* • *Licensing for the Laboratory Information System (LIS) application* • *Lab user licenses (4)* • *Implementation* • *Training and documentation* • *Bi-directional interfaces (HL7) to Netsmart's proprietary suite of applications including myAVATAR (EHR) and RxConnect (Pharmacy dispensing)* • *Annual support and hosting costs*

3	**What are the unique features/qualifications required for this service or good that are not available from any other vendor:** *Netsmart has a comprehensive suite of solutions and services that further extends the connectivity, interoperability and functionality designed and tailored specifically for behavioral health agencies. The suite of solutions is proprietary and, as such, a comprehensive, secure, cost-effective and seamless integration of the existing electronic health record (DPBH myAVATAR) and a laboratory information system from another company cannot be achieved.* *Netsmart has successfully implemented laboratory information systems with myAVATAR integration at other state hospitals including Oregon, North Dakota and Wyoming.*

4	**Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:** *Utilization of a vendor other than Netsmart would require the procurement of an entirely new and comprehensive EHR system. Selecting, coordinating and implementing a new EHR would first require legislative approval and, if approved, would be a massive undertaking involving tremendous budgetary funding, human resources, project management and user re-training. The magnitude of this investment would nullify any return on investment that SNAMHS has gained by implementing their onsite laboratory testing solution and would significantly increase the ongoing biennial budgetary requirements of DPBH.* *Using Netsmart to implement the LIS would result in a highly-reduced investment in project budget, familiarization, development, integration, implementation and training. Project risk would be greatly minimized because Netsmart would be performing the integration into their own proprietary products. This inherently reduces system errors and increases patient safety.*

5	***Were alternative services or commodities evaluated? Check One.***	*Yes:*		*No:*	*X*
	a. ***If yes**, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.*				
	b. ***If not**, why were alternatives not evaluated?*				
	Netsmart created the existing DPBH electronic health record system, myAVATAR, and has previously implemented the integrated LIS solution with other institutions. As a result, Netsmart has proven that they have built, implemented and maintained a comprehensive, unified solution that can be integrated into SNAMHS' existing EHR. Netsmart's intimate knowledge of the software integration process will result in significant savings to the State regarding this project's investments relating to budget, development, implementation and maintenance. Having Netsmart integrate the LIS solution into the existing EHR will also result in a considerable reduction to project risk which, most importantly, increases patient safety and customer satisfaction.				

6	**Has the agency purchased this service or commodity in the past? Check One.** ***Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany this request.***		Yes:		No:	*X*
	a. *If yes, starting with the most recent contract and working backward, for the **entire** relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:*					
	Term Start and End Dates		*Value*	*Short Description*	*Type of Procurement (RFP#, RFQ#, Waiver #)*	
			$			
			$			
			$			
			$			
			$			

7	**What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?**
	*The Division of Public and Behavioral Health's **only** option in procuring a laboratory information system that integrates with the Division's existing electronic health record, Netsmart's myAVATAR, is to implement Netsmart's LIS solution. There are no other LIS solutions that integrate with Netsmart's myAVATAR and the existing SNAHMS system.*
	If this waiver request were denied, the amount of time necessary to select a new electronic health record vendor, implement the new electronic health record, re-train staff and then create a new laboratory information system interface would significantly impact several areas of the solution. Most importantly, the project budget would increase significantly, the date of implementation would be pushed out for many years and the staff resources necessary to dedicate to the selection, implementation and re-training would increase tremendously. Additionally, any savings now realized from the implementation of the existing SNAMHS site-based laboratory testing solution would be lost. If SNAMHS were required to revert back to using an outsourced laboratory provider, expensive

	laboratory services would have to be included in SNAMHS' annual operations budget, staff would experience greater latency in receiving critical lab results and there would be no integration of patient laboratory information with the corresponding myAVATAR patient electronic health record. All of these factors would impede provider care and subsequently negatively impact client care.

8	**What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?** *DPBH's existing EHR, myAVATAR, is proprietary to Netsmart. Because there are no other LIS solutions that integrate with Netsmart's myAVATAR, Netsmart would be performing the integration into their own proprietary products.* *Costs for Netsmart's professional services are comparable to the State of Nevada's MSA contractor negotiated rates.*

9	**Will this purchase obligate the State to this vendor for future purchases?** ***Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.***	Yes:	*X*	No:	
	a. *If yes, please provide details regarding future obligations or needs.*				
	Future obligations include ongoing annual maintenance, support and application upgrade costs.				

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.

Richard Morse

Agency Representative Initiating Request

Rick Morse, Division Contract Manager, MA III — 2/6/18

Print Name of Agency Representative Initiating Request — Date

Signature of Agency Head Authorizing Request

Mark Winebarger, ASO IV — 2-6-18

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.**

TIR ATTACHED

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 — 2-22-2018

Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **19616**

Amendment Number: **1**

Legal Entity Name: Morrison Management Specialists, Inc.

Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**

Contractor Name: **Morrison Management Specialists, Inc.**

Agency Code: **406**

Address: **400 Northridge Road, Suite 600**

Appropriation Unit: **3162-15**

Is budget authority available?: **Yes**

City/State/Zip **Atlanta, GA 30350**

If "No" please explain: Not Applicable

Contact/Phone: Lisa Trombley 310-903-2900

Vendor No.: PUR0002019A

NV Business ID: NV20011302439

To what State Fiscal Year(s) will the contract be charged? **2018-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**90.00 %**	Fees	0.00 %
X	Federal Funds	**10.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP 3487

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **03/01/2020**

Contract term: **2 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Food Service**

5. Purpose of contract:

This is the first amendment to the original contract to provide ongoing food management services to Northern Nevada Adult Mental Health Services, Lake's Crossing Center and Northern Nevada Child and Adolescent Services facilities located on the northern health campus. This amendment The amendment increases the maximum amount from $3,800,000.00 to $6,767,738.35 due to the addition of Southern Nevada Adult Mental Health Services, Division of Child and Family Services and Aging and Disability Services Division on the southern health campus in Las Vegas and the revised scope of work and deliverables.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$3,800,000.00	$3,800,000.00	$3,800,000.00	Yes - Action
2.	Amount of current amendment (#1):	$2,967,738.35	$2,967,738.35	$2,967,738.35	Yes - Action
3.	New maximum contract amount:	$6,767,738.35			

II. JUSTIFICATION

7. What conditions require that this work be done?

To provide nutritionally adequate and attractive meals adapted to meet the needs and preferences of individuals in residence at Northern Nevada Adult Mental Health Services, Lake's Crossing Center and Northern Nevada Child & Adolescent Services.

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

The agency has neither the staff nor equipment.

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):

Trinity Services
Morrison Management Specialists
A'viands
Supplemental Healthcare

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3487, 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: 10/03/2017 Anticipated re-bid date: 10/03/2019

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor has provided services since 2014 - Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	07/12/2018 08:44:11 AM

Division Approval	rmorse	07/12/2018 08:44:14 AM
Department Approval	vmilazz1	07/13/2018 09:04:22 AM
Contract Manager Approval	rmorse	07/13/2018 11:56:16 AM
Budget Analyst Approval	afrantz	07/17/2018 09:06:43 AM
BOE Agenda Approval	nhovden	07/17/2018 11:32:55 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20188**

		Legal Entity Name:	Office of the Attorney General
Agency Name:	**DHHS - PUBLIC AND BEHAVIORAL HEALTH**	Contractor Name:	**Office of the Attorney General**
Agency Code:	**406**	Address:	**5420 Kietzke Lane, Suite 202**
Appropriation Unit:	**3170-28**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89511**
If "No" please explain:	Not Applicable	Contact/Phone:	Hillary Bunker 775 687-2140
		Vendor No.:	D03000009
		NV Business ID:	Governmenatl Entity

To what State Fiscal Year(s) will the contract be charged? **2019-2028**

What is the source of funds that will be used to pay the contractor? 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 16560

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Pursuant to the SYNAR Amendment passed by Congress in 1992, Nevada continues ongoing collection of data and outcomes by the Office of the Attorney General for the enforcement of state tobacco laws governing the sale of tobacco to minors. BHWP is required to use the Office of the Attorney General to obtain and report enforcement data. BHWP is required to report data and outcomes in their SAPT Block Grant application. States not enforcing youth tobacco laws risk losing up to 40% of their SAPT fund

3. Termination Date: **06/30/2028**
   Contract term: **10 years and 2 days**

4. Type of contract: **Interlocal Agreement**
   Contract description: **SYNAR**

5. Purpose of contract:

This is a new interlocal agreement to provide ongoing collection of data and outcomes for the enforcement of state tobacco laws governing the sale of tobacco to minors pursuant to the Synar amendment passed by Congress in 1992.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$810,000.00**

Payment for services will be made at the rate of $19,000.00 per Quarter

Other basis for payment: Plus $5,000 annually for receipt of annual report

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Revised Statutes, Title 15, Chapter 202, Section 202.2496; federal Alcohol, Drug Abuse, and Mental Health Administration (ADAMHA) Reorganization Act (Public Law 102-321) which includes an amendment (section 1926) aimed at decreasing youth access to tobacco.

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

State employees from the AG office possess the skills and experience to perform the required 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. Soliciation Waiver: **Exempt (Per statute)**

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

   Pursuant to NRS 277.180 one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

    Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

    Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Public agencies routinely provide services jointly - satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

    Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	06/29/2018 09:20:42 AM
Division Approval	rmorse	06/29/2018 09:20:45 AM
Department Approval	vmilazz1	07/20/2018 08:49:02 AM
Contract Manager Approval	rmorse	07/20/2018 09:20:46 AM
Budget Analyst Approval	afrantz	07/23/2018 11:49:49 AM
BOE Agenda Approval	nhovden	07/23/2018 12:47:33 PM
BOE Final Approval	Pending	

STATE OF NEVADA

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

JULIE KOTCHEVAR, PhD.
Administrator

IHSAN AZZAM, PhD, MD
Chief Medical Officer

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
4150 Technology Way, Suite 300
Carson City, NV 89706
Telephone: (775) 684-4220 · Fax: (775) 684-4211

June 6, 2018

MEMORANDUM

TO: Aaron Frantz
Budget Officer
Governor's Finance Office

THROUGH: Mark Winebarger
Administrative Services Officer IV
Division of Public and Behavioral Health (DPBH)

FROM: Julie Kotchevar, PhD.
Administrator
Division of Public and Behavioral Health

SUBJECT: REQUEST FOR RETROACTIVE START DATE OF CONTRACT – CETS #20188

This memorandum requests that the following contract be approved for a retroactive start.

1. Name of Contractor: Office of the Attorney General,,Bureau of Litigation, Tobacco Unit.
2. Services to be provided by the Contractor:
    a. By September 1 of each contract year (State Fiscal Years 2019 through 2028), the Contractor will provide DPBH, BHWP, an updated list of Statewide facilities engaging in the sale of tobacco products to minors.
    b. By May 31 of each contract year, the Contractor will conduct annual SYNAR, named in honor of the late U.S. Congressman Mike Synar, compliance checks, selected at random, at retail outlets which sell tobacco products that are accessible to youth to complete a random probability study. The Office of the Attorney General may be required to inspect up to 1,000 establishments to obtain compliance checks required to meet statistical precision requirements.
    c. By June 30 of each contract year, the Contractor will provide the results of the compliance checks in accordance with Goal 8 of the Substance Abuse Prevention and Treatment (SAPT) Block Grant.
    d. The Contractor will provide assistance and edit appropriate sections of the federally mandated Annual SYNAR Report.
    e. The Office of the Attorney General will submit invoices quarterly. Additionally, monthly compliance check progress should be made available to BHWP with the following information:

i. The number of checks completed each month;
ii. The cumulative number of checks completed to date; and
iii. The cumulative buy rate for the current contract year.

3. Funding source and expenditure category: Budget Account 3170; Category 28; 10-year contract totaling $810,000.
4. Requested start date of work: July 1, 2018.
5. Expected execution date of agreement (including the Board of Examiners approval): August 14, 2018.
6. Detailed explanation as to why a retroactive agreement is necessary:
   a. Reasons why the agreement was not submitted timely:
      i. BHWP management did not take into account that a former staffer who oversaw the initiation of the contract was no longer in BHWP; therefore, the initiation of the contract was not done in a timely manner;
   b. Describe the impact to the program/services if this work is not started prior to the execution of the agreement:
      i. BHWP will not be able to report required data as required by the 1992 SYNAR Amendment passed by Congress and the SAPT Block Grant.
      ii. States not enforcing youth tobacco laws risk losing up to 40 percent of their SAPT funding.
   c. Explain how the program/bureau will prevent future retroactive requests:
      i. The Bureau Chief and Health Program Manager will create a tracking mechanism for all current and future contracts to avoid delays in contract preparation, initiation, and execution;
      ii. The Bureau Chief and Health Program Manager will improve long range planning to include BHWP initiation of the contract well in advance of its due date; and
      iii. The Bureau Chief and Health Program Manager will improve communication between management and staff regarding the initiation of the contract, and will be mindful of staff turnover.

If you have any questions, please contact Meg Matta at (775) 684-2227 or mmatta@health.nv.gov.

cc: Contract Unit
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: **20081**

		Legal Entity Name:	Utah Department of Health
Agency Name:	**DHHS - PUBLIC AND BEHAVIORAL HEALTH**	Contractor Name:	**Utah Department of Health**
Agency Code:	**406**	Address:	**3760 S. Highland Dr.**
Appropriation Unit:	**3214-04**		
Is budget authority available?:	**Yes**	City/State/Zip	**Salt Lake City, UT 84116**
If "No" please explain:	Not Applicable	Contact/Phone:	Christopher D. Furner 801-554-4509
		Vendor No.:	Pending
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C 16530

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2021**

Contract term: **3 years and 153 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Nevada WIC MIS**

5. Purpose of contract:

This is a new interlocal agreement to provide ongoing enrollment in a multi-state consortium and assistance with the maintenance and enhancements of the software system utilized by these states to determine participant eligibility, meet federal regulations and issue food benefits.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,657,287.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada WIC is a participating member of the Mountain Plains State Consortium MIS. Membership requires maintenance and enhancement costs that are allocated based upon number of participants.

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

State employees do not have access or expertise with the system to allow compliance with USDA.

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. Soliciation Waiver: **Exempt (Per statute)**

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

Pursuant to NRS 277.180 one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	06/18/2018 09:36:53 AM
Division Approval	rmorse	06/18/2018 09:36:55 AM
Department Approval	vmilazz1	06/27/2018 17:21:45 PM
Contract Manager Approval	rmorse	06/28/2018 12:08:27 PM
Budget Analyst Approval	afrantz	07/02/2018 07:35:55 AM
BOE Agenda Approval	nhovden	07/02/2018 12:09:07 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18935**

Amendment Number: **1**

Legal Entity Name: AJ BOGGS & COMPANY DBA LIFIA AND IXN

Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**

Contractor Name: **AJ BOGGS & COMPANY DBA LIFIA AND IXN**

Agency Code: **406**

Address: **4660 S HAGADORN RD STE 290**

Appropriation Unit: **3215-24**

Is budget authority available?: **Yes**

City/State/Zip **EAST LANSING, MI 48823-5353**

If "No" please explain: Not Applicable

Contact/Phone: Juan Loaiza 517/347-1100

Vendor No.: T32003694

NV Business ID: NV20161127100

To what State Fiscal Year(s) will the contract be charged? **2018-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C 16136

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2017**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **08/31/2018**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Web Hosting**

5. Purpose of contract:

This is the first amendment to the original contract to continue to implement an approved technology investment which provides web-hosting of the CareWare reporting system. The program provides reporting utilities for the Ryan White/HIV program. This amendment extends the termination date from 08/31/2018 to 8/31/2021 and increases the maximum amount from $316,208 to $681,410.75 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:	$316,208.00	$316,208.00	$316,208.00	Yes - Action
2.	Amount of current amendment (#1):	$365,202.75	$365,202.75	$365,202.75	Yes - Action
3.	New maximum contract amount:	$681,410.75			
	and/or the termination date of the original contract has changed to:	08/31/2021			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Ryan White HIV program requires a federal reporting system to adhere with federal regulations.

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 experience or knowledge of this web-hosted system.

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):

EMB Softlayer
AJ Boggs
Rackspace

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3419, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/15/2017 Anticipated re-bid date: 03/18/2020

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The vendor has performed services for DPBH since 2015 - satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	05/31/2018 14:31:54 PM
Division Approval	rmorse	05/31/2018 14:31:57 PM
Department Approval	vmilazz1	06/01/2018 11:01:01 AM
Contract Manager Approval	rmorse	06/01/2018 12:20:36 PM

EITS Approval	lolso3	06/19/2018 16:24:32 PM
Budget Analyst Approval	afrantz	06/29/2018 12:06:32 PM
BOE Agenda Approval	nhovden	06/29/2018 13:41:59 PM

From: Timothy Lewis
To: Rick Morse; Amber Little
Subject: RE: CAREWare TIN Submitted - HIV Program
Date: Thursday, June 21, 2018 7:58:17 AM

The TIN needs to be tweaked. The contract was approved on the condition that it will be re-submitted.

Tim Lewis | ITP 4 - Office of the CIO
State of Nevada | Department of Administration | Enterprise IT Services
T: (775) 684-5845 | F: (775) 684-5846 | E: tklewis@admin.nv.gov

---

From: Rick Morse <rmorse@health.nv.gov>
Sent: Wednesday, June 20, 2018 7:42 AM
To: Timothy Lewis <tklewis@admin.nv.gov>; Amber Little <alittle@health.nv.gov>
Subject: RE: CAREWare TIN Submitted - HIV Program

Thank you both for taking care of this.

Tim: Can you please send me the approval letter for the TIN so that I can attach in CETS?

Thank you!

Rick Morse
Management Analyst III
Nevada Department of Health and Human Services
Division of Public and Behavioral Health | Admin Services
Direct Line: (775) 684-5932

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From: Timothy Lewis [mailto:tklewis@admin.nv.gov]
Sent: Tuesday, June 19, 2018 4:40 PM
To: Amber Little <alittle@health.nv.gov>; Rick Morse <rmorse@health.nv.gov>
Subject: RE: CAREWare TIN Submitted - HIV Program

Thanks for submitting the TIN!

Amber and I talked and a slight tweak is needed for the TIN. At the same time, EITS approval was applied to the contract.

Tim Lewis | ITP 4 - Office of the CIO
State of Nevada | Department of Administration | Enterprise IT Services
T: (775) 684-5845 | F: (775) 684-5846 | E: tklewis@admin.nv.gov

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From: Amber Little <alittle@health.nv.gov>
Sent: Tuesday, June 19, 2018 1:30 PM
To: Timothy Lewis <tklewis@admin.nv.gov>
Cc: Rick Morse <rmorse@health.nv.gov>
Subject: CAREWare TIN Submitted - HIV Program

Hello Tim,

I wanted to let you know that the TIN for the CAREWare A.J. Boggs Contact amendment was just submitted. Rick Morse asked me to include him on this email so that he knows it has been submitted to you.

Please let me know if you need anything else from me regarding this TIN.

Thank you,

Amber

Amber Little
IT Manager I/IT Project and Operations Management
Nevada Department of Health and Human Services
Division of Public and Behavioral Health | Office of Information Technology
4150 Technology Way, Suite 101 | Carson City, NV 89706
T: (775) 684.4244 |F: (775) 684.5917|E: alittle@health.nv.gov
www.dhhs.nv.gov | www.dpbh.nv.gov

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CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16383**

Amendment Number: **1**

Legal Entity Name: ACCESS TO HEALTHCARE NETWORK, INC.

Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**

Contractor Name: **ACCESS TO HEALTHCARE NETWORK, INC.**

Agency Code: **406**

Address: **INC**

Appropriation Unit: **3220-21**

4001 S VIRGINIA ST STE F

Is budget authority available?: **Yes**

City/State/Zip **RENO, NV 89502-6029**

If "No" please explain: Not Applicable

Contact/Phone: Sherri Rice 775/284-9079

Vendor No.: T29014671

NV Business ID: NV20061133335

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP 3135/C 14849

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/30/2015**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2019**

Contract term: **4 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Women's Health**

5. Purpose of contract:

This is the first amendment to the original contract that continues ongoing management services for the Women's Health Connection program for determination of client eligibility and referral. This amendment increases the maximum amount from $7,200,000 to $10,000,000 due to an increased volume of referrals.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$7,200,000.00	$7,200,000.00	$7,200,000.00	Yes - Action
2.	Amount of current amendment (#1):	$2,800,000.00	$2,800,000.00	$2,800,000.00	Yes - Action
3.	New maximum contract amount:	$10,000,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The federal grant, from the Centers for Disease Control and Prevention, mandates that women eligible for the Women's Health Connection Program, be afforded screenings for breast and cervical cancer.

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

The State does not have the capability to provide 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):

RFP 3135

   b. Soliciation Waiver: **Not Applicable**
   c. Why was this contractor chosen in preference to other?

This vendor was awarded the contract based on RFP 3135.

   d. Last bid date: 01/15/2015 Anticipated re-bid date: 01/01/2019
10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?
    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?
    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?
    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?
    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?
    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor has performed these types of services for the Health Division in the past with satisfactory results.

14. Is the contractor currently involved in litigation with the State of Nevada?
    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:
    Non-profit Corporation
16. a. Is the Contractor Name the same as the legal Entity Name?
    Yes
17. Not Applicable
18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?
    Yes
19. Agency Field Contract Monitor:
20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	06/28/2018 11:51:46 AM
Division Approval	rmorse	06/28/2018 11:51:49 AM
Department Approval	vmilazz1	07/20/2018 09:02:33 AM
Contract Manager Approval	rmorse	07/20/2018 09:23:36 AM
Budget Analyst Approval	afrantz	07/23/2018 10:59:34 AM
BOE Agenda Approval	nhovden	07/23/2018 12:52:37 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: **19990**

		Legal Entity Name:	Board of Regents-UNR
Agency Name:	**DHHS - PUBLIC AND BEHAVIORAL HEALTH**	Contractor Name:	**Board of Regents-UNR**
Agency Code:	**406**	Address:	**Department of Psychology**
Appropriation Unit:	**3648-08**		**Clinical Psychology, MS 298**
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89557-0298**
If "No" please explain:	Not Applicable	Contact/Phone:	Anthony Papa 775-682-8666
		Vendor No.:	D35000816
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C 16512

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Changes in the scope of work and a back-log within the Contract Unit prevented the contract being prepared in time for the June BOE. If the clinical work by the UNR Doctoral Students does not start prior to the execution date, clinical services to some Rural Clinics clients will be delayed.

3. Termination Date: **06/30/2019**

Contract term: **364 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Telepsychology**

5. Purpose of contract:

This is a new interlocal agreement to provide ongoing telepsychology services to clients located in rural areas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$53,460.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Rural Clinics is required to provide mental health services to clients in rural areas of Nevada.

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

State employees from another agency are performing 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. Soliciation Waiver: **Exempt (Per statute)**

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

Pursuant to NRS 277.180 one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

Yes If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

The invoice will include an indirect cost rate of 8%.

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevada State agency providing inter-agency cooperation - satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	06/14/2018 14:33:23 PM
Division Approval	rmorse	06/14/2018 14:33:25 PM
Department Approval	vmilazz1	06/27/2018 17:28:00 PM
Contract Manager Approval	rmorse	06/28/2018 15:40:29 PM
Budget Analyst Approval	afrantz	06/29/2018 15:24:47 PM
BOE Agenda Approval	nhovden	06/29/2018 15:48:59 PM
BOE Final Approval	Pending	

STATE OF NEVADA

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

JULIE KOTCHEVAR, PhD.
Administrator

IHSAN AZZAM, PhD, MD
Chief Medical Officer

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
4150 Technology Way, Suite 300
Carson City, NV 89706
Telephone: (775) 684-4220 · Fax: (775) 684-4211

June 14, 2018

MEMORANDUM

TO: Aaron Frantz
Budget Officer
Governor's Finance Office

THROUGH: Mark Winebarger
Administrative Services Officer IV
Division of Public and Behavioral Health (DPBH)

FROM: Tina Gerber Winn
Agency Director
Division of Public and Behavioral Health

SUBJECT: REQUEST FOR RETROACTIVE START DATE OF CONTRACT – CETS #19990

This memorandum requests that the following contract be approved for a retroactive start.

1. Name of Contractor: Board of Regents - University of Nevada Reno, Department of Psychology.
2. Services to be provided by the Contractor:
   - Provide telepsychology services to sites determined by Rural Clinics from UNR sites, Northern Nevada Adults Mental Health Services (NNAMHS), or other DPBH sites as agreed upon by both parties.
   - Provide telepsychology services using doctoral psychology students deemed competent to provide such services under supervision of a licensed clinical psychologist who is UNR faculty.
   - Provide telepsychology services Monday through Friday from 8:00 AM through 5:00 PM through mutually agreed upon prearranged scheduled appointment times unless days or times have been approved by Rural Clinics.
   - Provide telepsychology services for 16 hours per week for a total of 50 weeks.
   - Ensure the doctoral student receives DPBH required training on appropriate documentation and procedures related to tele-behavioral health prior to providing services through telepsychology.
   - Provide a UNR licensed clinical psychologist faculty that will provide up to 1.8 hours per week for a total of 50 weeks.

- Ensure that services rendered comply with applicable state and federal laws requiring that no person in the United States shall, on the grounds of age, race, gender, color, national origin, or disability, be excluded from participation in and/or be denied benefits of, or otherwise subject to illegal discrimination in any service provision.

3. Funding source and expenditure category: Budget Account 3648; Category 08; 1-year contract totaling $53,460.
4. Requested start date of work: July 1, 2018.
5. Expected execution date of agreement (including the Board of Examiners approval): August 14, 2018.
6. Detailed explanation as to why a retroactive agreement is necessary:
    - Reasons why the agreement was not submitted timely:
        i. Changes in the scope of work and a back-log within the Contract Unit prevented the contract being prepared in time for the June BOE.
    - Describe the impact to the program/services if this work is not started prior to the execution of the agreement:
        i. If the clinical work by the UNR Doctoral Students does not start prior to the execution date, clinical services to some Rural Clinics clients will be delayed.
        ii. In addition, the collaborative relationship with the Psychology Department at UNR may be negatively impacted.
    - Explain how the program/bureau will prevent future retroactive requests:
        i. The Bureau Chief and Health Program Manager will begin contractual negotiations at least three months prior to the expected start date;
        ii. The Bureau Chief and Health Program Manager will set short deadlines with vendors for returning signed contracts; and
        iii. The Bureau Chief and Health Program Manager will forward the contract through each step immediately and ensure timely follow-up.

If you have any questions, please contact Brian Burriss at (775) 684-5029 or brianburriss@health.nv.gov.

cc: Contract Unit
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: **19838**

		Legal Entity Name:	DATA BUILDERS, INC.
Agency Name:	**DHHS - WELFARE AND SUPPORTIVE SERVICES**	Contractor Name:	**DATA BUILDERS, INC.**
Agency Code:	**407**	Address:	**PO BOX 1263**
Appropriation Unit:	**3228-26**		
Is budget authority available?:	**Yes**	City/State/Zip	**TEMECULA, CA 92593-1263**
If "No" please explain:	Not Applicable	Contact/Phone:	951/699-0777
		Vendor No.:	PUR0004208A
		NV Business ID:	NV20131523313

To what State Fiscal Year(s) will the contract be charged? **2019-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**30.00 %**	Fees	0.00 %
X	Federal Funds	**70.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
   Anticipated BOE meeting date 08/2018

   Retroactive? **No**
   If "Yes", please explain
   Not Applicable

3. Termination Date: **06/30/2020**
   Contract term: **1 year and 334 days**

4. Type of contract: **Contract**
   Contract description: **Q5i Hearings Databas**

5. Purpose of contract:
   This is a new contract to provide ongoing support, licensing, maintenance and modifications for the Program Review and Evaluation's Q5i hearings database.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$52,370.00**
   Other basis for payment: As specified in Attachment B: Statement of Work

II. JUSTIFICATION

7. What conditions require that this work be done?
   The Q5i hearings system must be maintained to continue to meet the needs of the program and State/Federal guidelines.

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? 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. Soliciation Waiver: **Not Applicable**
   c. Why was this contractor chosen in preference to other?

This system was previously purchased/installed and in use by the State.

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

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Previously under contract with DWSS and provided satisfactory services.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Darcy Davis, Chief, Program Reveiw & Evaluation Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jhoba2	06/14/2018 10:33:59 AM
Division Approval	bberry	06/20/2018 17:27:49 PM
Department Approval	vmilazz1	07/06/2018 14:20:05 PM
Contract Manager Approval	sjon23	07/09/2018 09:39:31 AM
EITS Approval	lolso3	07/19/2018 09:13:24 AM
Budget Analyst Approval	nhovden	07/23/2018 16:40:50 PM
BOE Agenda Approval	nhovden	07/23/2018 16:40:53 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Michael Dietrich
State CIO

David Haws
EITS Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Enterprise I.T. Services Division
100 N. Stewart Street, Suite 100 | Carson City, NV 89701
Phone: (775) 684-5800

DATE: July 23, 2018

TO: Bart London, Deputy Admin, Welfare
Darci Davis, Chief III Program Review and Evaluation

CC: David Haws, Administrator, DOA, EITS, DOA

FROM: Tim Lewis, Technical Investment Administrator, DOA, EITS

SUBJECT: TIN Review: Q5i Maintenance

We completed the review of the Q5i Maintenance TIN. The TIN documents the ongoing support, licensing, maintenance, and modifications for the Program Review & Evaluation's Q5i hearings database.

If I can be of further assistance, please feel free to contact me.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **19744**

		Legal Entity Name:	EIGHTH JUDICIAL DISTRICT COURT - CLARK COUNTY
Agency Name:	**DHHS - WELFARE AND SUPPORTIVE SERVICES**	Contractor Name:	**EIGHTH JUDICIAL DISTRICT COURT - CLARK COUNTY**
Agency Code:	**407**	Address:	**DISTRICT COURT ADMIN # 82**
Appropriation Unit:	**3238-10**		**200 LEWIS AVE**
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89155-0001**
If "No" please explain:	Not Applicable	Contact/Phone:	702/671-3107
		Vendor No.:	T81026920AH
		NV Business ID:	Gov't Entity

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %		Fees	0.00 %	
X	Federal Funds	**66.00 %**		Bonds	0.00 %	
	Highway Funds	0.00 %	**X**	Other funding	**34.00 %**	**State Share of Collections**

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

   To ensure there is not a lapse in services, interlocal agreement requires retroactive approval to July 1, 2018.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **Interlocal Agreement**
   Contract description: **Hearing Masters**

5. Purpose of contract:

   This is a new interlocal agreement that continues ongoing hearing master and court services to enforce child support obligations owed by non-custodial parents to their children as well as locate non-custodial parents, establish paternity and adjust support orders.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$9,975,549.00**
   Other basis for payment: Actual per invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

   Nevada Revised Statutes and Title IV-D of the Social Security Act requires that DWSS attempt to establish paternity, secure support, and recover support debts for children who may or may not be receiving public assistance.

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

   This is a function performed by the Judges/Hearing Masters in the Judicial District Courts.

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. Soliciation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract and providing satisfactory services.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:
Danielle Loomis, SSPS III Ph: 775-684-0691

20. Contract Status:
Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dsorense	03/15/2018 16:17:23 PM
Division Approval	bberry	06/28/2018 06:53:23 AM
Department Approval	vmilazz1	07/06/2018 13:52:52 PM
Contract Manager Approval	sjon23	07/09/2018 08:56:45 AM
Budget Analyst Approval	nhovden	07/10/2018 14:00:27 PM
BOE Agenda Approval	nhovden	07/10/2018 14:00:31 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

STEVE H. FISHER
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WELFARE AND SUPPORTIVE SERVICES
1470 College Parkway
Carson City, NV, 89706
Telephone (775) 684-0500 • Fax (775) 684-0614
http://dwss.nv.gov

June 8, 2018

To: Nikki Hovden, Budget Officer II
Governor's Finance Office

Through: Richard Whitley, Director
Department of Health and Human Services

From: Steve H. Fisher, Administrator

Re: Retroactive approval of the Interlocal Agreement between the Division of Welfare and Supportive Services (DWSS) and the Eighth Judicial District Court.

The DWSS is requesting a retroactive approval of the above referenced Contract Amendment to July 1, 2018.

This interlocal agreement is to continue Hearing Master and Court Services to enforce child support obligations owed by non-custodial parents to their children as well as locate non-custodial parents, establish paternity, and adjust support orders. DWSS knows that interlocal agreements with the District Courts historically take longer to obtain vendor signatures than other contracts due to the multiple County Commissions and Judicial Judges that need to sign. To negate any delays, DWSS included multiple signature pages, broken out by county, and emailed the documents for signature two months in advance of the June Board of Examiners (BOE) deadline. However, due to the counties timing of commissioner meetings, DWSS did not receive the signed documents back prior to the June deadline.

To ensure the next contract is executed on time, DWSS will send the documents out at least four months in advance of the appropriate BOE deadline.

DWSS is requesting that the contract be approved retroactively to July 1, 2018 in order to ensure ongoing services.

Thank you for your assistance in this matter.

Shannon Jones
Management Analyst III
Division of Welfare and Supportive Services

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **19728**

		Legal Entity Name:	ELEVENTH JUDICAL DISTRICT COURT-LANDER, MINERAL, PERSHING COUNTY
Agency Name:	**DHHS - WELFARE AND SUPPORTIVE SERVICES**	Contractor Name:	**ELEVENTH JUDICAL DISTRICT COURT-LANDER, MINERAL, PERSHING COUNTY**
Agency Code:	**407**	Address:	**PERSHING COUNTY ASSESSOR**
Appropriation Unit:	**3238-10**		**PO BOX 89**
Is budget authority available?:	**Yes**	City/State/Zip	**LOVELOCK, NV 89419**
If "No" please explain:	Not Applicable	Contact/Phone:	775-273-2105
		Vendor No.:	T81041592V
		NV Business ID:	Gov't Entity

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %		Fees	0.00 %	
X	Federal Funds	**66.00 %**		Bonds	0.00 %	
	Highway Funds	0.00 %	**X**	Other funding	**34.00 %**	**State Share of Collections**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

To ensure there is not a lapse in services, interlocal agreement requires retroactive approval to July 1, 2018.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **Interlocal Agreement**
   Contract description: **Hearing Masters**

5. Purpose of contract:

This is a new interlocal agreement that continues ongoing hearing master and court services to enforce child support obligations owed by non-custodial parents to their children as well as locate non-custodial parents, establish paternity and adjust support orders.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$88,560.00**

Other basis for payment: Actual per invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Revised Statutes and Title IV-D of the Social Security Act requires that DWSS attempt to establish paternity, secure support, and recover support debts for children who may or may not be receiving public assistance.

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

This is a function performed by the Judges/Hearing Masters in the Judicial District Courts.

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. Soliciation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract and providing satisfactory services.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:
    Danielle Loomis, SSPS III Ph: 775-684-0691

20. Contract Status:
    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dsorense	03/15/2018 16:16:44 PM
Division Approval	bberry	06/12/2018 10:18:05 AM
Department Approval	vmilazz1	06/24/2018 17:38:33 PM
Contract Manager Approval	sjon23	06/27/2018 10:34:16 AM
Budget Analyst Approval	nhovden	07/02/2018 10:41:40 AM
BOE Agenda Approval	nhovden	07/02/2018 10:41:43 AM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

STEVE H. FISHER
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WELFARE AND SUPPORTIVE SERVICES
1470 College Parkway
Carson City, NV, 89706
Telephone (775) 684-0500 • Fax (775) 684-0614
http://dwss.nv.gov

June 8, 2018

To: Nikki Hovden, Budget Officer II
Governor's Finance Office

Through: Richard Whitley, Director
Department of Health and Human Services

From: Steve H. Fisher, Administrator

Re: Retroactive approval of the Interlocal Agreement between the Division of Welfare and Supportive Services (DWSS) and the Eleventh Judicial District Court.

The DWSS is requesting a retroactive approval of the above referenced Contract Amendment to July 1, 2018.

This interlocal agreement is to continue Hearing Master and Court Services to enforce child support obligations owed by non-custodial parents to their children as well as locate non-custodial parents, establish paternity, and adjust support orders. DWSS knows that interlocal agreements with the District Courts historically take longer to obtain vendor signatures than other contracts due to the multiple County Commissions and Judicial Judges that need to sign. To negate any delays, DWSS included multiple signature pages, broken out by county, and emailed the documents for signature two months in advance of the June Board of Examiners (BOE) deadline. However, due to the counties timing of commissioner meetings, DWSS did not receive the signed documents back prior to the June deadline.

To ensure the next contract is executed on time, DWSS will send the documents out at least four months in advance of the appropriate BOE deadline.

DWSS is requesting that the contract be approved retroactively to July 1, 2018 in order to ensure ongoing services.

Thank you for your assistance in this matter.

Shannon Jones
Management Analyst III
Division of Welfare and Supportive Services

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **19723**

		Legal Entity Name:	FIFTH JUDICIAL DISTRICT COURT - ESMERALDA AND NYE COUNTY
Agency Name:	**DHHS - WELFARE AND SUPPORTIVE SERVICES**	Contractor Name:	**FIFTH JUDICIAL DISTRICT COURT - ESMERALDA AND NYE COUNTY**
Agency Code:	**407**	Address:	**FIFTH JUDICIAL DIST**
Appropriation Unit:	**3238-10**		**PO BOX 1450**
Is budget authority available?:	**Yes**	City/State/Zip	**HAWTHORNE, NV 89415**
If "No" please explain:	Not Applicable	Contact/Phone:	775/945-2446
		Vendor No.:	T40291300W
		NV Business ID:	Gov't Entity

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %		Fees	0.00 %	
X	Federal Funds	**66.00 %**		Bonds	0.00 %	
	Highway Funds	0.00 %	**X**	Other funding	**34.00 %**	**State Share of Collections**

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

   To ensure there is not a lapse in services, interlocal agreement requires retroactive approval to July 1, 2018.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **Interlocal Agreement**
   Contract description: **Hearing Masters**

5. Purpose of contract:

   This is a new interlocal agreement that continues ongoing hearing master and court services to enforce child support obligations owed by non-custodial parents to their children as well as locate non-custodial parents, establish paternity and adjust support orders.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$173,363.00**
   Other basis for payment: Actual per invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

   Nevada Revised Statutes and Title IV-D of the Social Security Act requires that DWSS attempt to establish paternity, secure support, and recover support debts for children who may or may not be receiving public assistance.

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

   This is a function performed by the Judges/Hearing Masters in the Judicial District Courts.

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. Soliciation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with DWSS and providing satisfactory service.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:
Danielle Loomis, SSPS III Ph: 775-684-0691

20. Contract Status:
Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dsorense	03/15/2018 16:16:32 PM
Division Approval	bberry	06/11/2018 15:11:49 PM
Department Approval	vmilazz1	06/24/2018 17:26:19 PM
Contract Manager Approval	sjon23	06/27/2018 10:35:20 AM
Budget Analyst Approval	nhovden	07/02/2018 14:05:26 PM
BOE Agenda Approval	nhovden	07/02/2018 14:05:28 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

STEVE H. FISHER
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WELFARE AND SUPPORTIVE SERVICES
1470 College Parkway
Carson City, NV, 89706
Telephone (775) 684-0500 • Fax (775) 684-0614
http://dwss.nv.gov

June 8, 2018

To: Nikki Hovden, Budget Officer II
Governor's Finance Office

Through: Richard Whitley, Director
Department of Health and Human Services

From: Steve H. Fisher, Administrator

Re: Retroactive approval of the Interlocal Agreement between the Division of Welfare and Supportive Services (DWSS) and the Fifth Judicial District Court.

The DWSS is requesting a retroactive approval of the above referenced Contract Amendment to July 1, 2018.

This interlocal agreement is to continue Hearing Master and Court Services to enforce child support obligations owed by non-custodial parents to their children as well as locate non-custodial parents, establish paternity, and adjust support orders. DWSS knows that interlocal agreements with the District Courts historically take longer to obtain vendor signatures than other contracts due to the multiple County Commissions and Judicial Judges that need to sign. To negate any delays, DWSS included multiple signature pages, broken out by county, and emailed the documents for signature two months in advance of the June Board of Examiners (BOE) deadline. However, due to the counties timing of commissioner meetings, DWSS did not receive the signed documents back prior to the June deadline.

To ensure the next contract is executed on time, DWSS will send the documents out at least four months in advance of the appropriate BOE deadline.

DWSS is requesting that the contract be approved retroactively to July 1, 2018 in order to ensure ongoing services.

Thank you for your assistance in this matter.

Shannon Jones
Management Analyst III
Division of Welfare and Supportive Services

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **19751**

		Legal Entity Name:	NINTH JUDICIAL DISTRICT COURT - DOUGLAS COUNTY
Agency Name:	**DHHS - WELFARE AND SUPPORTIVE SERVICES**	Contractor Name:	**NINTH JUDICIAL DISTRICT COURT - DOUGLAS COUNTY**
Agency Code:	**407**	Address:	**DISTRICT COURT CLERK**
Appropriation Unit:	**3238-10**		**PO BOX 218**
Is budget authority available?:	**Yes**	City/State/Zip	**MINDEN, NV 89423**
If "No" please explain:	Not Applicable	Contact/Phone:	775/782-9965
		Vendor No.:	T40174400D
		NV Business ID:	GOV'T ENTITY

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %		Fees	0.00 %	
X	Federal Funds	**66.00 %**		Bonds	0.00 %	
	Highway Funds	0.00 %	**X**	Other funding	**34.00 %**	**State Share of Collections**

Agency Reference #: 407

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

   To ensure there is not a lapse in services, interlocal agreement requires retroactive approval to July 1, 2018.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **Interlocal Agreement**
   Contract description: **Hearing Masters**

5. Purpose of contract:

   This is a new interlocal agreement that continues ongoing Hearing Master and Court Services to enforce child support obligations owed by non-custodial parents to their children as well as locate non-custodial parents, establish paternity and adjust support orders.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$88,630.00**
   Other basis for payment: Actual per invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

   Nevada Revised Statutes and Title IV-D of the Social Security Act requires that DWSS attempt to establish paternity, secure support, and recover support debts for children who may or may not be receiving public assistance.

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

   This is a function performed by the Judges/Hearing Masters in the Judicial District Courts.

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. Soliciation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

    Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

    Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Currently under contract and providing satisfactory services.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:
    Danielle Loomis, SSPS III Ph: 775-684-0691

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dsorense	03/15/2018 16:17:51 PM
Division Approval	bberry	06/20/2018 17:26:07 PM
Department Approval	vmilazz1	07/06/2018 14:30:53 PM
Contract Manager Approval	sjon23	07/09/2018 09:09:16 AM
Budget Analyst Approval	nhovden	07/10/2018 13:55:18 PM
BOE Agenda Approval	nhovden	07/10/2018 13:55:20 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

STEVE H. FISHER
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WELFARE AND SUPPORTIVE SERVICES
1470 College Parkway
Carson City, NV, 89706
Telephone (775) 684-0500 • Fax (775) 684-0614
http://dwss.nv.gov

June 14, 2018

To: Nikki Hovden, Budget Officer II
Governor's Finance Office

Through: Richard Whitley, Director
Department of Health and Human Services

From: Steve H. Fisher, Administrator

Re: Retroactive approval of the Interlocal Agreement between the Division of Welfare and Supportive Services (DWSS) and the Ninth Judicial District Court.

The DWSS is requesting a retroactive approval of the above referenced Contract Amendment to July 1, 2018.

This interlocal agreement is to continue Hearing Master and Court Services to enforce child support obligations owed by non-custodial parents to their children as well as locate non-custodial parents, establish paternity, and adjust support orders. DWSS knows that interlocal agreements with the District Courts historically take longer to obtain vendor signatures than other contracts due to the multiple County Commissions and Judicial Judges that need to sign. To negate any delays, DWSS included multiple signature pages, broken out by county, and emailed the documents for signature two months in advance of the June Board of Examiners (BOE) deadline. However, due to the counties timing of commissioner meetings, DWSS did not receive the signed documents back prior to the June deadline.

To ensure the next contract is executed on time, DWSS will send the documents out at least four months in advance of the appropriate BOE deadline.

DWSS is requesting that the contract be approved retroactively to July 1, 2018 in order to ensure ongoing services.

Thank you for your assistance in this matter.

Shannon Jones
Management Analyst III
Division of Welfare and Supportive Services

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **19747**

		Legal Entity Name:	SIXTH JUDICIAL DISTRICT COURT - HUMBOLDT COUNTY
Agency Name:	**DHHS - WELFARE AND SUPPORTIVE SERVICES**	Contractor Name:	**SIXTH JUDICIAL DISTRICT COURT - HUMBOLDT COUNTY**
Agency Code:	**407**	Address:	**SIXTH JUDICIAL JUVENILE COURT**
Appropriation Unit:	**3238-10**		**50 W 5TH ST**
Is budget authority available?:	**Yes**	City/State/Zip	**WINNEMUCCA, NV 89445**
If "No" please explain:	Not Applicable	Contact/Phone:	775/623-6469
		Vendor No.:	T40139500A
		NV Business ID:	GOV'T ENTITY

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %		Fees	0.00 %	
X	Federal Funds	**66.00 %**		Bonds	0.00 %	
	Highway Funds	0.00 %	**X**	Other funding	**34.00 %**	**State Share of Collections**

Agency Reference #: 407

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

   To ensure there is not a lapse in services, interlocal agreement requires retroactive approval to July 1, 2018.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **Interlocal Agreement**
   Contract description: **Hearing Masters**

5. Purpose of contract:

   This is a new interlocal agreement that continues ongoing hearing master and court services to enforce support obligations owed by non-custodial parents to their children, as well as locate non-custodial parents, establish paternity and adjusting support orders.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$77,440.00**
   Other basis for payment: Actual per invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

   Nevada Revised Statutes and Title IV-D of the Social Security Act requires that DWSS attempt to establish paternity, secure support, and recover support debts for children who may or may not be receiving public assistance.

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

   This is a function performed by the Judges/Hearing Masters in the Judicial District Courts.

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. Soliciation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

    Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

    Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Currently under contract and providing satisfactory services.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:
    Danielle Loomis, SSPS III Ph: 775-684-0691

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dsorense	03/15/2018 16:17:41 PM
Division Approval	bberry	07/03/2018 12:14:45 PM
Department Approval	vmilazz1	07/06/2018 14:39:29 PM
Contract Manager Approval	sjon23	07/09/2018 08:37:29 AM
Budget Analyst Approval	nhovden	07/10/2018 14:36:25 PM
BOE Agenda Approval	nhovden	07/10/2018 14:36:28 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

STEVE H. FISHER
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WELFARE AND SUPPORTIVE SERVICES
1470 College Parkway
Carson City, NV, 89706
Telephone (775) 684-0500 • Fax (775) 684-0614
http://dwss.nv.gov

June 8, 2018

To: Nikki Hovden, Budget Officer II
Governor's Finance Office

Through: Richard Whitley, Director
Department of Health and Human Services

From: Steve H. Fisher, Administrator

Re: Retroactive approval of the Interlocal Agreement between the Division of Welfare and Supportive Services (DWSS) and the Sixth Judicial District Court.

The DWSS is requesting a retroactive approval of the above referenced Contract Amendment to July 1, 2018.

This interlocal agreement is to continue Hearing Master and Court Services to enforce child support obligations owed by non-custodial parents to their children as well as locate non-custodial parents, establish paternity, and adjust support orders. DWSS knows that interlocal agreements with the District Courts historically take longer to obtain vendor signatures than other contracts due to the multiple County Commissions and Judicial Judges that need to sign. To negate any delays, DWSS included multiple signature pages, broken out by county, and emailed the documents for signature two months in advance of the June Board of Examiners (BOE) deadline. However, due to the counties timing of commissioner meetings, DWSS did not receive the signed documents back prior to the June deadline.

To ensure the next contract is executed on time, DWSS will send the documents out at least four months in advance of the appropriate BOE deadline.

DWSS is requesting that the contract be approved retroactively to July 1, 2018 in order to ensure ongoing services.

Thank you for your assistance in this matter.

Shannon Jones
Management Analyst III
Division of Welfare and Supportive Services

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20413**

		Legal Entity Name:	SANKOFA PROVIDERS OF NEVADA, INC.
Agency Name:	**DHHS - DIVISION OF CHILD AND FAMILY SERVICES**	Contractor Name:	**SANKOFA PROVIDERS OF NEVADA, INC.**
Agency Code:	**409**	Address:	**2470 WRONDEL WAY # 232**
Appropriation Unit:	**3263-36**		
Is budget authority available?:	**Yes**	City/State/Zip	**RENO, NV 89502-3701**
If "No" please explain:	Not Applicable	Contact/Phone:	775/336-2813
		Vendor No.:	T29033707A
		NV Business ID:	NV20141154421

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**50.00 %**		Fees	0.00 %	
	Federal Funds	0.00 %		Bonds	0.00 %	
	Highway Funds	0.00 %	**X**	Other funding	**50.00 %**	**County Reimbursements**

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/06/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

This contract will assist in the emergency placement and treatment services for a youth. This youth was originally recommended for an RTC placement (Residential Treatment Center) months ago, but has been denied several in-state and out-of-state placements. These denials are primarily based on the youths violent and aggressive behaviors. One RTC, Sankofa Providers of Nevada, Inc. has recently accepted this youth, thereby making them unique and prompting this retroactive request.

3. Termination Date: **12/05/2018**
   Contract term: **182 days**
4. Type of contract: **Contract**
   Contract description: **RTC**
5. Purpose of contract:

This is a new contract to provide 24 hours a day, 7 days a week supervision for a youth placed in a specialized facility with the intentions of eventually transitioning the youth to the Division of Public and Behavior Health, Northern Nevada Adult Mental Health Services. The supervision includes all applicable medication, medication management, treatment and therapy required by the youth.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$85,264.00**
   Payment for services will be made at the rate of $19.52 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract will allow for a youth in DCFS care to be paroled and placed in an appropriate residential treatment center. This is a standard practice for many youth, but this youth has a very unique set of circumstances that require a unique placement. This particular placement is the only qualified placement that will accept the youth.

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

This is a Residential Treatment Center (RTC), which is not a state function.

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):

Willow Springs Center
Texas NeuroRehab Center
Southern Peaks Regional Treatment Center
Devereux Advanced Behavioral Health Colorado - Cleo Wallace
Woodward Academy
San Marcos Treatment Center
Provo Canyon RTC
Desert Hills
Benchmark Transitions
Detroit Behavioral Institute
Firebird Transformations

b. Soliciation Waiver: **Not Applicable**

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

This contract was approved as an emergency contract to allow for youth placement and this vendor is the only one qualified that would accept the youth.

d. Last bid date: 05/18/2018 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Northern Nevada Adult Mental Health Services uses this vendor on a routine basis and is satisfied with their performance.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dander16	06/28/2018 10:26:58 AM
Division Approval	knielsen	07/03/2018 09:15:55 AM
Department Approval	vmilazz1	07/06/2018 16:08:40 PM

Contract Manager Approval	knielsen	07/09/2018 14:47:50 PM
Budget Analyst Approval	nhovden	07/10/2018 13:26:06 PM
BOE Agenda Approval	nhovden	07/10/2018 13:26:09 PM
BOE Final Approval	Pending	

Katrina Nielsen

From: Jeffrey Haag
Sent: Monday, June 4, 2018 3:39 PM
To: Katrina Nielsen
Cc: Cindy L. Stoeffler; David Anderson; John Munoz; Mandi Davis; Ross Armstrong; Budd Milazzo
Subject: RE: Emergency Contract Request - Sankofa Providers of Nevada, Inc.

Thank you Katrina this request is approved. Please work with the provider to have them qualified under the States new RFQ process for future contracts.

Jeff

Jeffrey Haag | Administrator
Purchasing Division
515 E Musser St, 3rd Floor
Carson City NV 89701
775-684-0170
Nevada Department of Administration
www.admin.nv.gov
Efficient & Responsive State Government

From: Katrina Nielsen
Sent: Monday, June 04, 2018 3:01 PM
To: Jeffrey Haag <jhaag@admin.nv.gov>
Cc: Cindy L. Stoeffler <cstoeffler@admin.nv.gov>; David Anderson <d-anderson@dcfs.nv.gov>; John Munoz <jmunoz@dcfs.nv.gov>; Mandi Davis <Mandi.Davis@dcfs.nv.gov>; Ross Armstrong <rarmstrong@health.nv.gov>; Budd Milazzo <vmilazzo@dhhs.nv.gov>
Subject: Emergency Contract Request - Sankofa Providers of Nevada, Inc.
Importance: High

Hi Jeff,

Per your earlier direction, attached for your consideration is a request for the Division of Child and Family Services to enter into an emergency contract with Sankofa Providers of Nevada, Inc. Currently, we are scheduled to relocate the youth from DCFS' Nevada Youth Training Center to Sankofa Providers facility on Wednesday, June 6th.

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

Thanks,

Brian Sandoval
Governor

Richard Whitley
Director

Ross E. Armstrong
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES
4126 Technology Way, 3rd Floor
Carson City, NV 89706
Telephone (775) 684-4000 ▪ Fax (775) 684-4010
dcfs.nv.gov

MEMORANDUM

DATE: **June 4, 2018**

TO: **Jeffrey Haag, Administrator, Purchasing Division**

FROM: **Ross Armstrong, Administrator, Division of Child and Family Services**

RE: **DCFS Emergency Contract Request – Sankofa Providers of Nevada, Inc.**

An emergency contract with Sankofa Providers of Nevada, Inc. is hereby requested for a period effective June 6, 2018 through June 30, 2019 at an estimated contract value of $90,000 to provide 24/7 supervision for a youth placed in the specialized facility with the intentions of reducing services, if possible, and eventually transitioning the youth to the Department of Public and Behavior Health Northern Nevada Adult Mental Health Services agency. The 24/7 supervision will include all applicable medication, medication management, treatment and therapy required by the youth.

This youth was originally recommended for an RTC placement (Residential Treatment Center) but was denied several in-state and out-of-state placements. These denials are primarily based on the youths violent and aggressive behaviors. One RTC did accept out of state - Detroit Behavioral Institute, but Medicaid denied it and the denial was upheld in an appeal by citing that "He can be treated at a lower level of care such as in an appropriate correctional placement where he can receive medication and therapy." These denials have left the requested vendor as the only available vendor that is willing to accept the youth, thereby making them unique.

It is critical at this point that a placement be secured for this youth, otherwise the youth will become a permanent resident at our states juvenile justice facility. The youth has been in correctional care at the Nevada Youth Training Center (NYTC) for almost 13 months, 7 months longer than what he was staffed for. The agency has been trying to find a placement for the youth for over 7 months but has failed at every point until just recently finding Sankofa. It has been documented in studies that keeping a youth in a juvenile justice facility beyond 6 months is not beneficial to the youth in terms of avoiding recidivism (US Department of Justice Pathways Study). Furthermore, he has displayed assaultive behavior toward peers and staff at NYTC. While the agency has been moderately successful in assisting the youth to

control his aggressive and assaultive behavior, now that he is 18 years old (June 3rd), he is in danger of escalating to the adult system. Per NRS 63.790, a child may be discharged from a facility upon reaching 18 years of age and a child must be discharged from a facility upon reaching 20 years of age. Therefore, after the youth reached the age of 18, if the youth assaults staff he could be charged as an adult. And if the youth assaults a minor, the agency is required to report the incident as a child abuse case and again the youth could be charged as an adult. Furthermore, reducing length of stay has been a major focus nationwide with OJJDP, and it is especially relevant now with the passing of AB 472. The youth has most definitely reached the point of diminishing returns here; NYTC has provided every service possible to assist youth in transitioning to his life as an adult. Keeping the youth at NYTC any longer will not benefit him and may contribute to future legal difficulties.

In summary, the entire states Juvenile Justice team has agreed that Sankofa is the most appropriate placement for this youth and that the youth could greatly benefit from this programs treatment plan tailored to treat the youth's unique individual needs such as his cyclothymia. Failure to place the youth may result in the youth becoming stagnant in the Juvenile Justice system or the youth being elevated to the states adult system. It also inefficiently uses up resources such as Juvenile Justice facility bed space, which could be better utilized for other youth on the waiting list. Approval of this request will allow the state to place the youth at Sankofa on June 6, 2018, 3 days after the youth turns 18 years of age. A denial and/or requiring this contract to go through the standard RFP process will likely result in this youth not being placed for months. This puts the youth's future in jeopardy because it is likely that the youth will act out during that time and end up in the adult system after the youth turns 18 years old. This immediate placement may prevent that future for this youth. It may also help build a bridge between the states Juvenile Justice agencies and the states Adult Mental Health agencies.

This youth is anticipated to be placed with this vendor for a period of six months but, due to the unpredictable variables such as the youth's behavior, improvements or decline of treatment, it is impossible to predict how long this youth will be placed with this vendor. Although extremely rare, Youth Parole services can continue to the age of 24. This type of service is included as part of the Behavioral and Community Based Related Services in RFQ #2. This vendor will be encouraged to register in the NevadaEPro and respond to that RFQ.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15707**

Amendment Number: **2**

Legal Entity Name: CENTURYLINK PUBLIC DBA COMMUNICATIONS, INC.

Agency Name: **DEPARTMENT OF CORRECTIONS**

Contractor Name: **CENTURYLINK PUBLIC DBA COMMUNICATIONS, INC.**

Agency Code: **440**

Address: **COMMUNICATIONS INC**

Appropriation Unit: **3708-00**

600 New Century Parkway

Is budget authority available?: **Yes**

City/State/Zip **New Century, KS 66031**

If "No" please explain: Not Applicable

Contact/Phone: Paul N. Cooper, Gen Mgr & Asst Secretary 913-353-7388

Vendor No.: T27019795A

NV Business ID: NV19971285398

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Revenue Contract**

Agency Reference #: RFP 3073

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2014**

Anticipated BOE meeting date 08/2019

Retroactive? **Yes**

If "Yes", please explain

The unforeseen delays with the NASPO Value Point multi-state RFP and denial of the agency request to solicit for services left NDOC with insufficient time remaining to submit a completed contract amendment prior to the agency deadline for the July 10, 2018, Board of Examiner's meeting.

3. Previously Approved Termination Date: **07/31/2018**

Contract term: **4 years and 184 days**

4. Type of contract: **Contract**

Contract description: **Inmate Phone Service**

5. Purpose of contract:

This is the second amendment to the original revenue contract to provide ongoing telephone service to incarcerated offenders. This amendment extends the termination date from July 31, 2018 to January 31, 2019 and increase the maximum amount of the contract from $13,000,000.00 to $17,879,063.22 to continue services without interruption during the negotiation and approval period of the National Association of State Procurement Officers Master Service Agreement for inmate telephone services.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$16,000,000.00	$16,000,000.00	$16,000,000.00	Yes - Action
	a. Amendment 1:	-$3,000,000.00	-$3,000,000.00	-$3,000,000.00	Yes - Action
2.	Amount of current amendment (#2):	$4,879,063.22	$4,879,063.22	$4,879,063.22	Yes - Action
3.	New maximum contract amount:	$17,879,063.22			

and/or the termination date of the original contract has changed to: 01/31/2019

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department must provide inmates within the Nevada Correctional System access to telephones.

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

Historically, the Nevada Department of Corrections (NDOC) has outsourced the inmate telephone services to a vendor with the technical expertise and/or equipment necessary to provide this service. NDOC and other agencies within the State of Nevada do not have the technology to provide the telephone security required by the NDOC Inspector General.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3073, 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: 01/29/2014 Anticipated re-bid date: 12/29/2017

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY11 to current with Nevada Department of Corrections. Service is satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bweisent	07/06/2018 14:36:14 PM
Division Approval	amonro1	07/10/2018 09:28:30 AM
Department Approval	amonro1	07/10/2018 09:33:42 AM
Contract Manager Approval	mkillia1	07/11/2018 10:19:11 AM
Budget Analyst Approval	bmacke1	07/11/2018 15:25:48 PM
BOE Agenda Approval	hfield	07/20/2018 08:26:09 AM

Purchasing Division
Northern Administration
5500 Snyder Ave.
Carson City, NV 89701
(775) 887-3252
Fax: (775) 887-3343

Brian Sandoval
Governor

James Dzurenda
Director

John Borrowman
Deputy Director
Support Services

State of Nevada
Department of Corrections

MEMORANDUM

TO: Bridgette Garrison, Executive Branch Budget Officer I,
Governor's Finance Office – Budget Division

FROM: John Borrowman, Deputy Director Support Services

DATE: July 10, 2018

SUBJECT: Retroactive Contract CenturyLink Public Communications CETS# 15707

Nevada Department of Corrections respectfully requests approval for the retroactive contract between the Nevada Department of Corrections (NDOC) and CenturyLink Public Communications. NDOC is requesting a retroactive effective date of August 01, 2018, to prevent the interruption of inmate telephone services to the NDOC inmate population.

On December 20, 2017, State Purchasing notified NDOC that they would not approve a solicitation due to inmate telephone services being included in a NASPO Value Point multi-state RFP. NDOC was notified on May 30, 2018 that approved vendors had not been made public and that a Master Service Agreement would not be available yet. As of this date, NDOC does not have the authority to negotiate a new contract with any other vendor. NDOC agrees with the current commission revenue to prevent the potential loss of the vendor and prevent the interruption of a vital service.

The unforeseen delays with the NASPO Value Point multi-state RFP and no authority to do a solicitation left NDOC with insufficient time remaining to submit a completed contract prior to the agency deadline for the July 10, 2018 Board of Examiners meeting.

Should you have any questions please contact me at (775) 887-3346 or by email at jborrowman@doc.nv.gov

Thank you.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20149**

		Legal Entity Name:	BOARD OF REGENTS-SCS
Agency Name:	**DEPARTMENT OF CORRECTIONS**	Contractor Name:	**BOARD OF REGENTS-SCS**
Agency Code:	**440**	Address:	**NV System of Higher Education**
Appropriation Unit:	**3710-26**		**2261 Enterprise Rd.**
Is budget authority available?:	**Yes**	City/State/Zip	**RENO, NV 89557**
If "No" please explain:	Not Applicable	Contact/Phone:	Dani Chandler 775-784-4901
		Vendor No.:	D35000811
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Due to NDOC's background clearance requirements of NSHE personnel, NSHE would not agree to enter into a contract for services after the agreement between NDOC and NSHE expired on 6/30/17. Due to the critical nature of the service to NDOC, NSHE continued services during the negotiation period and after several months negotiating the background clearance requirements, NSHE agreed to request of their staff working on the contract to complete the background clearance requirement.

3. Termination Date: **06/30/2019**
   Contract term: **1 year and 364 days**

4. Type of contract: **Interlocal Agreement**
   Contract description: **Video Network**

5. Purpose of contract:

This is a new interlocal agreement to provide access to the video network capabilities of NevadaNet used for educational and public purposes at 22 various correctional facilities.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$180,422.00**

Other basis for payment: Payment for services at the annual rate of $4,040.00 per video room for FY 18; and the annual rate of $4,161.00 per video room for FY 19. Payable upon satisfactory completion of services and submission of invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

NSHE has video network infrastructure deployed through the State of Nevada to support educational, research, rural health, and public agency purposes. Nevada Department of Corrections seeks to connect to the Nevada System of Higher Education network to gain access to the wide area video capabilities of NevadaNet for educational and public agency purposes.

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

NDOC does not have the network capabilities to provide the service.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Soliciation Waiver: **Not Applicable**

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

NSHE/SCS is responsible for provisioning and managing system-wide information services. The SCS-supported statewide network provides data and video Internet public agencies.

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

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

NDOC, FY 14 to present. Services verified as satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dmartine	06/25/2018 11:16:13 AM
Division Approval	amonro1	06/26/2018 09:16:52 AM
Department Approval	sewart	06/26/2018 12:52:11 PM
Contract Manager Approval	mkillia1	07/11/2018 12:59:25 PM
EITS Approval	lolso3	07/19/2018 08:46:12 AM
Budget Analyst Approval	bmacke1	07/23/2018 11:07:51 AM
BOE Agenda Approval	hfield	07/23/2018 13:08:23 PM
BOE Final Approval	Pending	

Purchasing Division
Northern Administration
5500 Snyder Ave.
Carson City, NV 89701
(775) 887-3252
Fax: (775) 887-3343

Brian Sandoval
Governor

James Dzurenda
Director

John Borrowman
Deputy Director
Support Services

State of Nevada
Department of Corrections

MEMORANDUM

TO: Bridgette Garrison, Executive Branch Budget Officer I,
Governor's Finance Office – Budget Division

FROM: Scott Ewart, Chief of Fiscal Services

DATE: June 22, 2018

SUBJECT: Retroactive Interlocal Contract Board of Regents, NSHE

Nevada Department of Corrections respectfully requests approval for the retroactive contract between the Nevada Department of Corrections (NDOC) and Board of Regents, Nevada System of Higher Education (NSHE). NDOC is requesting a retroactive effective date of July 01, 2017.

Prior to the start of FY18 the NDOC attempted to initiate a contract renewal for ongoing video network infrastructure provided by NSHE within multiple NDOC facilities and institutions. Due to recent changes in NDOC's background check requirements mandated by the Prison Rape Elimination Act, mandatory background checks were requested of NSHE employees prior to entering an institution or facility.

At that time, NSHE was not agreeable to the contract's mandatory background check requirement of their employees. NSHE continued to provide services to the NDOC until it was determined that services would eventually be interrupted without an approved contract.

The Agencies came to a mutually acceptable resolution that met the contract's background check requirement and a contract was successfully facilitated.

The prolonged stalemate between the NDOC and NSHE prevented the timely submission of a completed contract for the prior fiscal year and resulted in missing the deadline for the June 12, 2018, Board of Examiners meeting.

Should you have any questions please contact me at (775) 887-3210 or by email at sewart@doc.nv.gov.

Thank you.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **19853**

		Legal Entity Name:	KRONOS INCORPORATED DBA KRONOS SYSTEMS INCORPORATED
Agency Name:	**DEPARTMENT OF CORRECTIONS**	Contractor Name:	**KRONOS INCORPORATED DBA KRONOS SYSTEMS INCORPORATED**
Agency Code:	**440**	Address:	**KRONOS SYSTEMS INCORPORATED**
Appropriation Unit:	**3714-11**		**PO BOX 743208**
Is budget authority available?:	**Yes**	City/State/Zip	**ATLANTA, GA 30374-3208**
If "No" please explain:	Not Applicable	Contact/Phone:	MURTZ KIZILBASH 978/947-4766
		Vendor No.:	T27040013
		NV Business ID:	NV19961176391

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP # 3516-AM

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/15/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2021**

Contract term: **2 years and 320 days**

4. Type of contract: **Contract**

Contract description: **Scheduling software**

5. Purpose of contract:

This is a new contract which provides replacement and implementation of a new scheduling software application that manages personnel effectively and efficiently. The new scheduling system will better manage staff shift bids, leave requests and overtime; thereby ensuring a safe environment for department personnel and inmates.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$575,211.50**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department is looking to replace its current staff scheduling application, NSIS, because it does not meet the operational demand to schedule the right personnel, at the right time, and at the right location in an efficient and effective manner. The new system will assist the Department better manage staff shift bids, leave requests, and overtime.

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

The Department does not have adequate staff and/or resources to develop an in-house scheduling system from scratch. The Department has specific staffing requirements impacting staff scheduling not applicable to other State agencies; therefore, any in-house scheduling software from other State agencies would not be appropriate for NDOC use.

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):

Intellitime Systems Corporation
Data Management Inc. dba TimeClock Plus

Appointy Software Inc.
Kronos Incorporated

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3516, 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: 12/28/2017 Anticipated re-bid date: 12/01/2020

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbretche	07/10/2018 13:19:23 PM
Division Approval	amonro1	07/10/2018 13:28:17 PM
Department Approval	amonro1	07/10/2018 13:28:20 PM
Contract Manager Approval	mkillia1	07/10/2018 13:55:16 PM
EITS Approval	mlynn	07/10/2018 19:19:48 PM
Budget Analyst Approval	bmacke1	07/18/2018 09:25:11 AM
BOE Agenda Approval	hfield	07/23/2018 16:47:08 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20520**

		Legal Entity Name:	CLARK COUNTY DESERT CONSERVATION
Agency Name:	**COMMISSION ON MINERAL RESOURCE**	Contractor Name:	**CLARK COUNTY DESERT CONSERVATION**
Agency Code:	**500**	Address:	**Clark County Desert Conservati**
Appropriation Unit:	**4219-39**		**4701 W. Russell Road #200**
Is budget authority available?:	**No**	City/State/Zip	**Las Vegas, NV 89118-2231**
If "No" please explain: Relates to Work Program #C44060 (Aug IFC) to augment category 39.		Contact/Phone:	702-455-1670
		Vendor No.:	T81026920AB
		NV Business ID:	Exempt

To what State Fiscal Year(s) will the contract be charged? **2019-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Revenue**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/19/2019**

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

4. Type of contract: **Revenue Contract**

Contract description: **Gold Butte AML**

5. Purpose of contract:

This is a new revenue interlocal agreement to provide for abatement of non-operating mines while providing wildlife habitat for desert tortoises and several species of bats in and around the new Gold Butte National Monument. THIS CONTRACT IS CONTINGENT UPON APPROVAL OF IFC WORK PROGRAM #C44060.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$193,824.79**

Other basis for payment: Performance based as outlined in Appendix 1 of Exhibit A of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Department of Wildlife (NDOW) has identified 18 Abandoned Mine Lands (AML) hazards in the Gold Butte National Monument with significant wildlife habitat that requires wildlife compatible closures. The closures will not only prevent human entry into the AML hazards, but also protect the habitat of more than five species of bats and desert tortoises. Additional AML hazardous sites will be mitigated with wildlife compatible closures in Clark County if the original 18 hazards in Gold Butte are completed and the funding is not exhausted.

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

The Division of Minerals will be managing the wildlife compatible closures due to the expertise and experience in abandoned mine lands 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. Soliciation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

Yes If "Yes", please explain

Interlocal contract with another government agency (Clark County)

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dvisher	07/09/2018 15:14:22 PM
Division Approval	dvisher	07/09/2018 15:14:25 PM
Department Approval	dvisher	07/09/2018 15:14:28 PM
Contract Manager Approval	rghiglie	07/09/2018 15:15:11 PM
Budget Analyst Approval	cmurph3	07/16/2018 09:14:32 AM
BOE Agenda Approval	cmurph3	07/16/2018 09:14:35 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: **18254**

Amendment Number: **2**

Legal Entity Name: Axon Enterprises, Inc.

Agency Name: **DPS-DIRECTOR'S OFFICE**

Contractor Name: **Axon Enterprises, Inc.**

Agency Code: **650**

Address: **17800 N. 85th Street**

Appropriation Unit: **4706-04**

Is budget authority available?: **No**

City/State/Zip **Scottsdale, AZ 85255**

If "No" please explain: Work Programs C43984 Non-IFC will increase Revenue and Reserve authority - C43762 has been submitted for the August 2018 IFC meeting and moves Reserve authority to the Tasers category to purchase these items. Both work programs are submitted for budget account 4703 Forfeitures.

Contact/Phone: Alissa McDowell 480-905-2038

Vendor No.: PUR0004851

NV Business ID: NV20131641254

To what State Fiscal Year(s) will the contract be charged? **2017-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**FORFEITURES**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/10/2017**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **11/30/2021**

Contract term: **4 years and 325 days**

4. Type of contract: **Contract**

Contract description: **Body Worn Cameras**

5. Purpose of contract:

This is the second amendment to the original contract which provides for body worn cameras. This amendment increases the maximum amount from $1,252,000 to $2,919,005 and changes the scope of work to add the purchase of 889 tasers, all necessary operating/accessory equipment, a five year warranty and the integration of the tasers with the body cameras.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$1,252,000.00	$1,252,000.00	$1,252,000.00	Yes - Action
	a. Amendment 1:	$0.00	$0.00	$0.00	No
2.	Amount of current amendment (#2):	$1,667,005.00	$1,667,005.00	$1,667,005.00	Yes - Action
3.	New maximum contract amount:	$2,919,005.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Tasers have a five-year serviceable life and warranty at which point they are recommended to be replaced due to decreasing performance capability and increased malfunctions. Devices utilized outside the warranty also lose the manufacturer's legal representation. The Department's Taser warranty will expire in the fall of 2018 and the vast majority of these devices are due for replacement. With technology increasing every year, the Department's current model will be out of date and unable to be supported by the manufacturer in the near future. The new purchased models will be serviceable up to 15 years.

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

There are no employees qualified to do this 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. Soliciation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
   Approval #: 180610
   Approval Date: 07/02/2018

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

Axon is our current vendor for Body Worn Cameras.
Axon is offering the State $669,998.00 in discounts for the purchase of the proprietary Taser 7.
The Taser 7 interfaces with the Body Worn Cameras and automatically activates the camera upon deployment.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor provided body worn cameras and the service has been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    Foreign Corporation

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

    Yes

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date

Budget Account Approval	jdibasil	07/09/2018 16:16:08 PM
Division Approval	jdibasil	07/09/2018 16:16:15 PM
Department Approval	mcar2	07/09/2018 16:44:50 PM
Contract Manager Approval	mcar2	07/09/2018 16:44:56 PM
Budget Analyst Approval	jrodrig9	07/12/2018 15:09:45 PM
BOE Agenda Approval	hfield	07/19/2018 15:42:30 PM

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

Purchasing Use Only:	
Approval#:	180610

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	**Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:**		
	State Agency:		
	Contact Name and Title	*Phone Number*	*Email Address*
	Charlene Boegle, Management Analyst II	***775-684-4698***	***c.boegle@dps.state.nv.us***

	Vendor Information:	
1b	Identify Vendor:	***Axon Enterprise, Inc.***
	Contact Name:	***Alissa McDowell***
	Address:	***17800 N. 85th Street, Scottsdale, Arizona 85255***
	Telephone Number:	***480-905-2038***
	Email Address:	***amdowell@taser.com***

	Type of Waiver Requested – Check the appropriate type:	
1c	Sole or Single Source:	*X*
	Professional Service Exemption:	

	Contract Information:				
1d	Is this a new Contract?	Yes		No X	
	Amendment:	***This is the Second Amendment to the Axon Contract***			
	CETS:	***#18254***			

	Term:				
1e	One (1) Time Purchase:	*X*			
	Contract:	Start Date:	***August 14, 2018***	End Date:	***November 30, 2021***

	Funding:	
1f	State Appropriated:	
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	***Highway and General Funds***

1g	**Total Estimated Value of this Service Contract, Amendment or Purchase:**
	$1,667,005.00 (after a discount of $669,998.00)

[Type text]

2	**Provide a description of work/services to be performed or commodity/good to be purchased:**
	Axon will provide 889 Taser 7', that will integrate with the previously purchased body cameras. Axon will provide docking/charging/downloading stations, batteries, cartridges, cables and holsters. Axon will provide 5 year warranties on all Tasers. Axon will provide training for the deployment of Tasers. Axon will provide replacement batteries and cartridges on an as needed basis according to the contract pricing. For a breakout of quantities, please see Quote #171064, Attachment EE

3	**What are the unique features/qualifications required for this service or good that are not available from any other vendor:**
	Axon is our current vendor for Body Worn Cameras. ***The Taser 7 is a proprietary weapon that will compliment and interact with the cameras awarded under RFP 3273.***

4	**Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:**
	Axon is our current vendor for Body Worn Cameras. ***Axon is offering the State $669,998.00 in discounts for the purchase of the proprietary Taser 7. The Taser 7 interfaces with the Body Worn Cameras and automatically activates the camera upon deployment.***

5	**Were alternative services or commodities evaluated? Check One.**	Yes:	*X*	No:	
	a. *If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.*				
	The current model Taser's were considered for re-purchase. The newer model is a superior product and was offered at a substantial discount.				
	b. *If not, why were alternatives not evaluated?*				

6	**Has the agency purchased this service or commodity in the past? Check One.** ***Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany this request.***	Yes:		No:	*X*
	a. *If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:*				

Term Start and End Dates		*Value*	*Short Description*	*Type of Procurement (RFP#, RFQ#, Waiver #)*
		$		
		$		
		$		
		$		

[Type text]

			$		

7	**What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?**
	The State will lose the $669,998.00 discount and the ability to interface with the current Body Worn Cameras.

8	**What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?**
	A quote was received for the current Taser model. The quote was substantially higher, with no offered discounts. This is the only company that provides Tasers and this model will integrate with the body worn cameras.

9	**Will this purchase obligate the State to this vendor for future purchases?** ***Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.***	Yes:	*X*	No:	
	a. *If yes, please provide details regarding future obligations or needs.*				
	Currently, the known future obligations will be replacement cartridges and batteries. DPS has secured an agreed upon not to exceed pricing for future pricing. DPS may also need to purchase additional parts, docking stations or replacement weapons.				

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

Sheri Brueggemann, Fiscal Manager — 7/2/18
Print Name of Agency Representative Initiating Request — Date

Signature of Agency Head Authorizing Request

John O'Rourke, Chief, Nevada Highway Patrol — 7/5/18
Print Name of Agency Head Authorizing Request — Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review — Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

Administrator, Purchasing Division or Designee — 7-2-2018
Date

[Type text]

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20287**

		Legal Entity Name:	BURNS & MCDONNELL ENGINEERING COMPANY
Agency Name:	**COLORADO RIVER COMMISSION**	Contractor Name:	**BURNS & MCDONNELL ENGINEERING COMPANY**
Agency Code:	**690**	Address:	**CO**
Appropriation Unit:	**4501-10**		**PO BOX 411883**
Is budget authority available?:	**Yes**	City/State/Zip	**KANSAS CITY, MO 64141-1883**
If "No" please explain:	Not Applicable	Contact/Phone:	Daniel Carbery 816/349-6610
		Vendor No.:	T29015276A
		NV Business ID:	NV19781006834

To what State Fiscal Year(s) will the contract be charged? **2019-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Power Sales**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/14/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2020**

Contract term: **1 year and 321 days**

4. Type of contract: **Contract**

Contract description: **Engineering Services**

5. Purpose of contract:

This is a new contract for ongoing engineering, drafting, and analysis services for the routine operation and maintenance of a high voltage transmission and distribution system and possible upgrade, repair or extension of a high voltage transmission and distribution system.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$760,000.00**

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 support for timely water deliveries to end users in the Las Vegas Valley. This contract will allow for a ready source of engineering expertise and preserve optimal continuity of existing and upgraded projects.

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? 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. Soliciation Waiver: **Professional Service (As defined in NAC 333.150)**

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

Vendor has been involved with the electric transmission assets for many years and was involved in the original design (that contract was awarded after a full solicitation). Thus the contractor has complete knowledge of the design and construction of the Power Delivery System and is the most qualified and competent firm to assist with any needs related to engineering for the System for the least cost.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The agency has contracted with the vendor in the past, and the services provided has been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gbenton	06/15/2018 08:59:39 AM
Division Approval	gbenton	06/15/2018 08:59:42 AM
Department Approval	gbenton	06/15/2018 08:59:46 AM
Contract Manager Approval	dbeatty	06/20/2018 14:03:52 PM
Budget Analyst Approval	cmurph3	06/29/2018 13:51:47 PM
BOE Agenda Approval	cmurph3	06/29/2018 13:51:50 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18941**

Amendment Number: **1**

Legal Entity Name: KALKOMEY ENTERPRISES, INC.

Agency Name: **DEPARTMENT OF WILDLIFE**

Contractor Name: **KALKOMEY ENTERPRISES, INC.**

Agency Code: **702**

Address: **14086 PROTON ROAD**

Appropriation Unit: **4461-12**

Is budget authority available?: **Yes**

City/State/Zip **DALLAS, TX 75244-3601**

If "No" please explain: Not Applicable

Contact/Phone: Mitch Strobl 972/715-7011

Vendor No.: PUR0002170A

NV Business ID: NV20171411693

To what State Fiscal Year(s) will the contract be charged? **2018-2024**

What is the source of funds that will be used to 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 and Hunt Application**
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: 18-01/RFP #3432

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/08/2017**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

A retroactive contract is required for an additional service fee overlooked by NDOW. Per NRS 502.040 5. For each license, tag, stamp, permit or other document a license agent sells, and each apprentice hunting license the agent issues pursuant to NRS 502.066, the license agent is entitled to receive a service fee of: (a) One dollar for each license, tag, permit or other document, in addition to the fee for the license, tag, permit or other document; and (b) Ten cents for each stamp.

3. Previously Approved Termination Date: **08/07/2023**

Contract term: **6 years**

4. Type of contract: **Contract**

Contract description: **Business Support**

5. Purpose of contract:

This is the first amendment to the original contract to implement an approved technology investment which provides provides a modern and intuitive data system for the business processes related to Wildlife License and Registration, Volunteer Data System, and the Hunt Application System. This amendment increases the maximum amount from $7,500,000 to $9,065,380.80 due to the addition of a required service fee.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$7,500,000.00	$7,500,000.00	$7,500,000.00	Yes - Action
2.	Amount of current amendment (#1):	$1,565,380.80	$1,565,380.80	$1,565,380.80	Yes - Action
3.	New maximum contract amount:	$9,065,380.80			

II. JUSTIFICATION

7. What conditions require that this work be done?

A modern and intuitive data system is required to make the customer experience easier and more efficient, while providing enhanced access to the information and tools NDOW needs to fulfill its mission.

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

NDOW does not have qualified staff to implement a new data system.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3432, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

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

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor currently holds a contract with NDOW for Boat and Hunter Education printed materials. Quality of services is satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	06/26/2018 10:15:24 AM
Division Approval	tdoucett	06/26/2018 10:43:59 AM
Department Approval	eobrien	07/03/2018 15:49:24 PM
Contract Manager Approval	nroble1	07/03/2018 16:36:45 PM

EITS Approval	lolso3	07/19/2018 08:36:12 AM
Budget Analyst Approval	mtum1	07/20/2018 16:05:36 PM
BOE Agenda Approval	cmurph3	07/20/2018 16:10:03 PM

NEVADA DEPARTMENT OF WILDLIFE

6980 Sierra Center Parkway, Suite 120 • Reno, Nevada 89511
(775) 688-1526 Fax (775) 688-1577

RETROACTIVE BOE CONTRACT APPROVAL REQUEST

Date: June 26, 2018

To: Liz O'Brien, Deputy Director

From: Nancy Camarena, Management Analyst

Subject: Request for retroactive contract start date for Kalkomey Enterprises, LLC

Please approve the retroactive start date of January 1, 2018 for the Kalkomey Enterprises, LLC contract which provides a modern and intuitive data system for the business processes related to Wildlife License and Registration, Volunteer Data System, and the Hunt Application System.

A retroactive contract is required for an additional service fee overlooked by the Nevada Department of Wildlife.

Per NRS 502.040 5. For each license, tag, stamp, permit or other document a license agent sells, and each apprentice hunting license the agent issues pursuant to NRS 502.066, the license agent is entitled to receive a service fee of: (a) One dollar for each license, tag, permit or other document, in addition to the fee for the license, tag, permit or other document; and (b) Ten cents for each stamp.

Thank you for your assistance in this matter. If you have any questions please call me at (775) 688-1526.

Brian Sandoval
Governor

Patrick Cates
Director

Shannon Rahming
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Enterprise I.T. Services Division
100 N. Stewart Street, Suite 100 | Carson City, NV 89701
Phone: (775) 684-5800

MEMORANDUM

DATE: 7/18/16

TO: Liz O'Brien, Deputy Director, NDOW

CC: Governor's Finance Office
Tom Wolf, Chief IT Manager, Computing, EITS, DOA
Ken Adams, Chief IT Manager, Communications, EITS, DOA
Brian Wilcox, Chief IT Manager, OIS, EITS, DOA
Shannon Rahming, Administrator, EITS, DOA

FROM: Robert Keith, TIR Administrator, EITS, DOA

SUBJECT: TIR Approval: **Licensing Simplification**

The TIR and supporting documentation for the *Licensing Simplification* project for the Department of Wildlife have been reviewed and approved.

The *Licensing Simplification* project requests funding to upgrade two vendor-supported, web-based systems for license sales and the submission of game tag applications, in order to simplify its license structure, thereby enabling more sportsmen and women to enjoy fishing and hunting activities.

EITS Impact: None.

It is expected that this effort will follow the existing agency and State security policies. The Office of Information Security (OIS) *(InfoSec@doit.nv.gov)* will ensure maximum security through guidance related to system architecture and the establishment of proper security controls. Please work with OIS to assure that proper security provisions are included in RFPs and vendor contracts. They are available to review any controls and provide guidance on protecting critical and personally identifiable information.

If funded, please be sure to consider how the implementation of this system will affect the workflow of state data and the related records responsibilities of agency personnel. If you have questions regarding this or wish to receive a sampling of the types of RDAs that will be affected by this implementation please contact the State Records Manager, Nevada Library and Archives at *records@admin.nv.gov*.

Also, please be aware that requirements for additional bandwidth may result in the agency being placed in a different cost tier for communications services. If you have any questions, or if EITS Planning can be of any further assistance, please feel free to contact the helpdesk at 684-4333.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18372**

Amendment Number: **1**

Legal Entity Name: TRE BARNEN, LLC

Agency Name: **DEPARTMENT OF WILDLIFE**

Contractor Name: **TRE BARNEN, LLC**

Agency Code: **702**

Address: **4755 W DEWEY DRIVE**

Appropriation Unit: **4464-10**

Is budget authority available?: **Yes**

City/State/Zip **LAS VEGAS, NV 89118-2244**

If "No" please explain: Not Applicable

Contact/Phone: 702/733-7827

Vendor No.: T27034022

NV Business ID: NV20091247702

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 %	**X**	Fees	**50.00 %**	**Sportsmen**
X	Federal Funds	**40.00 %**		Bonds	0.00 %	
	Highway Funds	0.00 %	**X**	Other funding	**10.00 %**	**Wildlife Heritage**

Agency Reference #: 17-45

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/11/2017**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **04/10/2021**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Fence Construction**

5. Purpose of contract:

This is the first amendment to the original contract which provides protection to state owned and private lands by either constructing or removing fences for resource enhancement of springs, riparian areas and crucial habitats. This amendment increases the maximum amount from $100,000 to $300,000 due to unanticipated fence contracting needs.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$100,000.00	$100,000.00	$100,000.00	Yes - Action
2.	Amount of current amendment (#1):	$200,000.00	$200,000.00	$200,000.00	Yes - Action
3.	New maximum contract amount:	$300,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract will provide protection to state owned and private lands by either constructing or removing fences to mitigate damage caused by deer, elk, and livestock.

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

NDOW employees do not have the proper equipment.

9. Were quotes or proposals solicited? Yes

   Was the solicitation (RFP) done by the Purchasing Division? Yes

   a. List the names of vendors that were solicited to submit proposals (include at least three):

   b. Soliciation Waiver: **Not Applicable**

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

   Pursuant to RFP #3285, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

    Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

    Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

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

    LLC

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

    Yes

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	06/13/2018 13:12:28 PM
Division Approval	tdoucett	06/13/2018 16:24:50 PM
Department Approval	eobrien	06/22/2018 15:16:30 PM
Contract Manager Approval	nroble1	06/22/2018 15:54:00 PM
Budget Analyst Approval	cpalme2	07/03/2018 09:22:59 AM
BOE Agenda Approval	cmurph3	07/06/2018 14:16:47 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: **19631**

Amendment Number: **1**

Legal Entity Name: ACHA CONSTRUCTION, LLC

Agency Name: **DEPARTMENT OF WILDLIFE**

Contractor Name: **ACHA CONSTRUCTION, LLC**

Agency Code: **702**

Address: **PO BOX 2744**

Appropriation Unit: **4466-13**

Is budget authority available?: **Yes**

City/State/Zip **ELKO, NV 89803-2744**

If "No" please explain: Not Applicable

Contact/Phone: Todd Schwandt 775/777-3575

Vendor No.: T29025336A

NV Business ID: NV20091375725

To what State Fiscal Year(s) will the contract be charged? **2018-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %	X	Fees	**50.00 %**	**Sportsmen**
X	Federal Funds	**40.00 %**		Bonds	0.00 %	
	Highway Funds	0.00 %	X	Other funding	**10.00 %**	**Wildlife Heritage**

Agency Reference #: 18-48

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/10/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **04/10/2021**

Contract term: **3 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Fence Construction**

5. Purpose of contract:

This is the first amendment to the original contract which provides protection to state owned and private lands by either constructing or removing fences for resource enhancement of springs, riparian areas and crucial habitats. This amendment increases the maximum amount from $100,000 to $300,000 due to unanticipated fence contracting needs.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$100,000.00	$100,000.00	$100,000.00	Yes - Action
2.	Amount of current amendment (#1):	$200,000.00	$200,000.00	$200,000.00	Yes - Action
3.	New maximum contract amount:	$300,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

This will provide protection to state owned and private lands by either constructing or removing fences for resource enhancement of springs, riparian areas, and crucial habitats.

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

NDOW employees do not have the proper equipment.

9. Were quotes or proposals solicited? Yes

   Was the solicitation (RFP) done by the Purchasing Division? Yes

   a. List the names of vendors that were solicited to submit proposals (include at least three):

   b. Soliciation Waiver: **Not Applicable**

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

   Pursuant to RFP#3285, and in accordance with NRS333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

    Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

    Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

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

    LLC

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

    Yes

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	06/13/2018 11:49:30 AM
Division Approval	tdoucett	06/13/2018 16:23:28 PM
Department Approval	eobrien	06/19/2018 14:51:14 PM
Contract Manager Approval	nroble1	06/22/2018 15:48:15 PM
Budget Analyst Approval	cpalme2	07/03/2018 10:19:05 AM
BOE Agenda Approval	cmurph3	07/06/2018 14:14:42 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: **19564**

Amendment Number: **1**

Legal Entity Name: NNE CONSTRUCTION, INC.

Agency Name: **DEPARTMENT OF WILDLIFE**

Contractor Name: **NNE CONSTRUCTION, INC.**

Agency Code: **702**

Address: **4990 VICTORY BOULEVARD**

Appropriation Unit: **4467-13**

Is budget authority available?: **Yes**

City/State/Zip **ELKO, NV 89801-5220**

If "No" please explain: Not Applicable

Contact/Phone: Richard Williams 775/738-8745

Vendor No.: T27020691

NV Business ID: NV20001345027

To what State Fiscal Year(s) will the contract be charged? **2018-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %	X	Fees	**50.00 %**	**Sportsmen**
X	Federal Funds	**40.00 %**		Bonds	0.00 %	
	Highway Funds	0.00 %	X	Other funding	**10.00 %**	**Wildlife Heritage**

Agency Reference #: 18-41

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/13/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **04/10/2021**

Contract term: **3 years and 56 days**

4. Type of contract: **Contract**

Contract description: **Fence Construction**

5. Purpose of contract:

This is the first amendment to the original contract which provides protection to state owned and private lands by either constructing or removing fences for resource enhancement of springs, riparian areas and crucial habitats. This amendment increases the maximum amount from $100,000 to $300,000 due to unanticipated fence contracting needs.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$100,000.00	$100,000.00	$100,000.00	Yes - Action
2.	Amount of current amendment (#1):	$200,000.00	$200,000.00	$200,000.00	Yes - Action
3.	New maximum contract amount:	$300,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

This will provide protection to state owned and private lands by either constructing or removing fences for resource enhancement of springs, riparian areas, and crucial habitats.

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

NDOW employees do not have the proper 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. Soliciation Waiver: **Not Applicable**

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

   Pursuant to RFP#3285, and in accordance with NRS333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

    Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

    Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

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

    Nevada Corporation

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

    Yes

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	06/13/2018 12:27:26 PM
Division Approval	tdoucett	06/13/2018 16:24:04 PM
Department Approval	eobrien	06/22/2018 14:41:46 PM
Contract Manager Approval	nroble1	06/22/2018 15:50:09 PM
Budget Analyst Approval	cpalme2	07/03/2018 10:20:20 AM
BOE Agenda Approval	cmurph3	07/03/2018 16:31:12 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: **17906**

Amendment Number: **1**

Legal Entity Name: RANGELAND INVASIVE PLANT MANAGEMENT, LLC

Agency Name: **DEPARTMENT OF WILDLIFE**

Contractor Name: **RANGELAND INVASIVE PLANT MANAGEMENT, LLC**

Agency Code: **702**

Address: **PO BOX 1864**

Appropriation Unit: **4467-12**

Is budget authority available?: **Yes**

City/State/Zip **CARLIN, NV 89822-1864**

If "No" please explain: Not Applicable

Contact/Phone: Mathew Patrick 775/753-1015

Vendor No.: T32004400A

NV Business ID: NV20141713576

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 %	**X**	Fees	**25.00 %**	**Habitat Conservation**
X	Federal Funds	**25.00 %**	**X**	Bonds	**25.00 %**	
	Highway Funds	0.00 %	**X**	Other funding	**25.00 %**	**Donations**

Agency Reference #: 16-63

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 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/01/2020**

Contract term: **3 years and 325 days**

4. Type of contract: **Contract**

Contract description: **IPS Herbicide**

5. Purpose of contract:

This is the first amendment to the original contract which provides application of herbicide/pesticide to control invasive plant species in remote areas of the State. This amendment increases the maximum amount from $99,999 to $250,000 due to an increased focus of combating noxious weeds on State-owned lands.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$99,999.00	$99,999.00	$99,999.00	Yes - Action
2.	Amount of current amendment (#1):	$150,001.00	$150,001.00	$150,001.00	Yes - Action
3.	New maximum contract amount:	$250,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Weed control on State and Federally managed public lands is a priority for resource management agencies. NDOW does not have the ability to provide the appropriate amount of labor to fund this effort on a yearly basis. This contract will facilitate additional options to address current weed issues.

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

At present NDOW maintains management responsibility on tens of thousands of acres of State owned lands within Nevada. We currently do not have the ability to treat weeds across the breath of NDOW and federally managed lands.

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. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3241, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

   d. Last bid date: 05/13/2016 Anticipated re-bid date: 05/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    LLC

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

    Yes

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	06/07/2018 10:39:55 AM
Division Approval	tdoucett	06/07/2018 15:26:38 PM
Department Approval	eobrien	06/08/2018 16:49:30 PM
Contract Manager Approval	nroble1	06/13/2018 12:30:26 PM
Budget Analyst Approval	cpalme2	06/21/2018 14:50:37 PM
BOE Agenda Approval	cmurph3	06/25/2018 10:44:56 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: **20267**

		Legal Entity Name:	AUTOMATED TEMPERATURE CONTROLS, INC.
Agency Name:	**DCNR - FORESTRY DIVISION**	Contractor Name:	**AUTOMATED TEMPERATURE CONTROLS, INC.**
Agency Code:	**706**	Address:	**8535 DOUBLE R BLVD**
Appropriation Unit:	**4195-95**		
Is budget authority available?:	**Yes**	City/State/Zip	**RENO, NV 89511-2270**
If "No" please explain:	Not Applicable	Contact/Phone:	GARY LARKIN 775/826-7700
		Vendor No.:	PUR0003825
		NV Business ID:	NV19871039226

To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: NDF19-001

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
   Anticipated BOE meeting date 08/2018

   Retroactive? **No**

   If "Yes", please explain

   Not Applicable

3. Termination Date: **09/30/2018**
   Contract term: **60 days**

4. Type of contract: **Contract**
   Contract description: **Security Upgrade**

5. Purpose of contract:

   This is a new contract to provide installation of Delta Controls Building Management System upgrades at the Sierra Front Interagency Dispatch Center in Minden.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$70,825.00**

   Payment for services will be made at the rate of $0.00 per NA

   Other basis for payment: upon receipt and approval of contractor's invoice and verification of work performed in a satisfactory manner.

II. JUSTIFICATION

7. What conditions require that this work be done?

   This project is necessary to meet state and federal communication site security requirements.

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

   The work required under this contract is proprietary in nature and, thus, cannot be performed by agency employees or other state employees.

9. Were quotes or proposals solicited? No

   Was the solicitation (RFP) done by the Purchasing Division? No

   a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Soliciation Waiver: **Not Applicable**

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

The security system upgrades required by this contract are proprietary in nature and not subject to bidding by other vendors.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The vendor is currently under contract with the Division of Forestry and service is deemed satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

BRETT SIMERLY, SUPPORT SERVICES PROGRAM MANAGER Ph: 775-684-2517

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgree6	06/25/2018 16:49:56 PM
Division Approval	dprather	06/26/2018 08:00:12 AM
Department Approval	dprather	06/26/2018 08:00:16 AM
Contract Manager Approval	ldunn	06/26/2018 11:33:28 AM
Budget Analyst Approval	cpalme2	07/24/2018 09:59:24 AM
BOE Agenda Approval	cmurph3	07/24/2018 10:04:41 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

Purchasing Use Only:	
Approval#:	180702

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	**Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:**		
	State Agency:	***Nevada Division of Forestry***	
	Contact Name and Title	*Phone Number*	*Email Address*
	Brett Simerly Support Services Program Manager	***775-684-2517***	***bsimerly@forestry.nv.gov***

	Vendor Information:	
1b	Identify Vendor:	***Automated Temperature Controls, Inc.***
	Contact Name:	***Peter Sellman***
	Address:	***8535 Double R Boulevard, Reno, NV 89511***
	Telephone Number:	***775-826-7700***
	Email Address:	***info@atc-nv.com***

1c	**Type of Waiver Requested – Check the appropriate type:**	
	Sole or Single Source:	***Sole Source***
	Professional Service Exemption:	

	Contract Information:				
1d	Is this a new Contract?	Yes	*X*	No	
	Amendment:	#			
	CETS:	***# 20267***			

1e	**Term:**				
	One (1) Time Purchase:				
	Contract: **1-Year**	Start Date:	***Upon Approval***	End Date:	***September 2019***

1f	**Funding:**	
	State Appropriated:	*X*
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	

1g	**Total Estimated Value of this Service Contract, Amendment or Purchase:**
	$70,825.00

2	**Provide a description of work/services to be performed or commodity/good to be purchased:** 1. ***Install inteliWEB proprietary access controls on four (4) exterior doors and include five (5) IP based cameras.*** 2. ***Install Radio Room door status monitoring system and Entry Way door annunciation device and incorporate both into the Delta Controls Building Management Control System.*** 3. ***Install one (1) network video recorder and two (2) wall-mounted inteliWEB access monitoring systems and connect to Delta Controls Building Management Control System.***

3	**What are the unique features/qualifications required for this service or good that are not available from any other vendor:** ***Automated Temperature Controls, Inc. is the northern Nevada Delta Controls distributor and the regions sole source for inteliWEB building management software. Currently, this dispatch center's existing building control system is driven by Delta Controls inteliWEB enterprise software which was previously installed on the agency's servers and computers. The proposed contract will modify the existing building control system by adding features that will allow access and occupancy data to be collected and used to automatically adjust HVAC system functions as well as add federally mandated emergency dispatch center security features.***

4	**Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:** ***This facilities existing building management system is driven by inteliWEB software which is proprietary to Delta Controls and distributed by Automated Temperature Controls, Inc. Currently NDF has the enterprise version of the inteliWEB software installed on the agency's servers and computers which allows staff to remotely access and control building functions as well as troubleshoot and diagnose problems. NDF currently has two facilities that are exclusively being controlled by inteliWEB software and the agency is requesting funding in the upcoming biennial budget to add this building automation to all its facilities. Additionally, adding additional vendors and equipment would increase costs associated with new equipment, hardware, software, and ongoing maintenance.***

5	**Were alternative services or commodities evaluated? Check One.**	Yes:	*X*	No:	
	a. *If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.*				
	Alternative services/commodities were evaluated and it was determined that using Automated Temperature Controls, Inc. would be more cost effective and at a savings of approximately 20%-30% on the overall contract price. Additionally, this contract would reduce the amount of equipment and hardware required to support these two additional building functions while saving space in the already crowded facility.				
	b. *If not, why were alternatives not evaluated?*				

6	**Has the agency purchased this service or commodity in the past? Check One.** ***Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers <u>MUST</u> accompany this request.***	Yes:		No:	*X*
	a. *If yes, starting with the most recent contract and working backward, for the **entire** relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:*				

	Term Start and End Dates		Value	Short Description	Type of Procurement (RFP, RFQ, Waiver #)
			$		
			$		
			$		
			$		
			$		

7	**What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?**
	The Division of Forestry will be forced to spend approximately 20%-30% more for adding the additional software and hardware, and be required to find additional space in the facility to house the new equipment.

8	**What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?**
	The Division of Forestry, with the assistance of the State Public Works Division, has researched other similar building control systems. It was determined that adding these two new functions to the existing inteliWEB building control system would have less impact to this facility's offices and server room, while also being a substantial cost savings to the State for not duplicating software and hardware. Comparisons also showed competitor's systems were incomparable in both quality and functionality.

9	**Will this purchase obligate the State to this vendor for future purchases? Check One.**	Yes:	*X*	No:	*X*
	a. *If yes, please provide details regarding future obligations or needs.*				
	In the event the agency would require further services from this vendor in the future, a new approval request may be submitted.				

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

Brett Simerly, Support Services Program Manager — 7/12/18

Print Name of Agency Representative Initiating Request — Date

Signature of Agency Head Authorizing Request

Dave Prather, Deputy Administrator — 7/13/18

Print Name of Agency Head Authorizing Request — Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review — Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

Administrator, Purchasing Division or Designee — 7-19-2018

Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17559**

Amendment Number: **1**

Legal Entity Name: Tahoe Douglas Fire Protection District

Agency Name: **DCNR - STATE LANDS**

Contractor Name: **Tahoe Douglas Fire Protection District**

Agency Code: **707**

Address: **193 Elks Point Road**

Appropriation Unit: **4197-14**

P.O. Box 919

Is budget authority available?: **Yes**

City/State/Zip **Zephyr Cove, NV 89448**

If "No" please explain: Not Applicable

Contact/Phone: 775.588.3591

Vendor No.: T81010933

NV Business ID: GOVERNMENT ENTITY

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Land Sales**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/12/2016**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2019**

Contract term: **3 years and 263 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Tahoe Douglas FPD**

5. Purpose of contract:

This is the first amendment to the original contract which provides forest restoration assistance in the form of organized work crews for the Nevada Tahoe Resource Team. This amendment modifies the scope of work to remove the Lake Tahoe Nevada State Park and decreases the maximum amount from $190,000 to $90,000.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$190,000.00	$190,000.00	$190,000.00	Yes - Action
2.	Amount of current amendment (#1):	-$100,000.00	-$100,000.00	-$100,000.00	Yes - Action
3.	New maximum contract amount:	$90,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The focus of the work will be fuels reduction and forest restoration activities by crews on both urban lots and within the state park system in the Tahoe Basin. The Division is responsible for the management of these urban parcels and is the lead agency for the implementation of the Environmental Improvement Program (EIP).

GFO Note: The agency reports the reduction is due to TDFPD simply does not have sufficient crews to perform the work. Another project currently in the design phase the deobligated funds will be utilized for this project instead.

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

The contractor, Tahoe Douglas Fire Protection District, is a local fire agency that has trained hand crews with the skills and physical abilities to perform the work required. The crews are also qualified to perform prescribed burning. State Lands does not have the resources to do 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. Soliciation Waiver: **Not Applicable**

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

The Division of State Lands has had a relationship with Tahoe Douglas Fire Protection District for fuels reduction projects since 2008. It is in the best interest of the State to continue to utilize their services due to their familiarity with state land management forestry practices, crew skills and resources, history of performance, and commitment to recreating a fire-adapted community within the Tahoe Douglas Fire Protection District.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    Yes If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

$1.90 per hour

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

3/3/2006-4/1/2010 DPS Safety & Emergency Response / Satisfactory
4/25/2006-6/30/2007 NDEP Professional Services / Satisfactory
7/8/2008-12/31/2014 NDSL Fuels Hand Crews / Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bre00	06/21/2018 09:09:49 AM
Division Approval	bre00	06/21/2018 09:09:52 AM
Department Approval	kwilliam	06/22/2018 17:15:50 PM
Contract Manager Approval	bre00	06/25/2018 11:28:43 AM
Budget Analyst Approval	cpalme2	07/03/2018 08:32:13 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: **19239**

Amendment Number: **2**

Legal Entity Name: KPS/3 INC

Agency Name: **DCNR - ENVIRONMENTAL PROTECTION**

Contractor Name: **KPS/3 INC**

Agency Code: **709**

Address: **50 W Liberty St #640**

Appropriation Unit: **3173-04**

Is budget authority available?: **Yes**

City/State/Zip **RENO, NV 89501**

If "No" please explain: Not Applicable

Contact/Phone: 775/686-7420

Vendor No.: T80988055

NV Business ID: NV19941094961

To what State Fiscal Year(s) will the contract be charged? **2018-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: DEP18-004

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/06/2017**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2021**

Contract term: **3 years and 360 days**

4. Type of contract: **Contract**

Contract description: **Website Redesigns**

5. Purpose of contract:

This is the second amendment to the original contract to implement an approved technology investment which provides redesign and maintenance/support services for division websites. This amendment increases the maximum amount from $46,800 to $69,000 due to the need for additional upgrades to the content management system.

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
	a. Amendment 1:	$1,800.00	$1,800.00	$46,800.00	No
2.	Amount of current amendment (#2):	$22,200.00	$24,000.00	$69,000.00	Yes - Action
3.	New maximum contract amount:	$69,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

the DCNR/NDEP websites are outdated and difficult for the public and regulated entities to navigate. The regulatory programs of the agency are complex and redesigned websites with cleaner navigation will assist businesses and the public. DCNR/NDEP would like to improve and centralize access to on-line services and provide accessibility for mobile users. In addition, for the website to be useful it must be kept current and DCNR/NDEP needs a platform which will allow easy updates by non-IT, program staff.

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

Since the agencies websites contains a large amount of complex content, additional expertise is needed to develop the Website Redesign. Additional expertise is also needed to create the framework for the development of on-line forms as required by SB236 passed by 2013 Legislature

9. Were quotes or proposals solicited? Yes

   Was the solicitation (RFP) done by the Purchasing Division? Yes

   a. List the names of vendors that were solicited to submit proposals (include at least three):

   b. Soliciation Waiver: **Not Applicable**

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

This contractor was chosen by the RFP evaluation committee based on the scores of the selection criteria.

   d. Last bid date: 06/21/2017 Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor has held a contract with NDEP since 2012, and the quality of service has been greater than satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    Nevada Corporation

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

    Yes

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ahanso1	07/03/2018 07:59:50 AM
Division Approval	vking	07/06/2018 14:31:24 PM

Department Approval	vking	07/09/2018 08:05:07 AM
Contract Manager Approval	ssimpso2	07/09/2018 09:05:30 AM
EITS Approval	mlynn	07/10/2018 08:47:54 AM
Budget Analyst Approval	cpalme2	07/12/2018 08:23:50 AM
BOE Agenda Approval	cmurph3	07/16/2018 10:55:08 AM

Brian Sandoval
Governor

Patrick Cates
Director

Michael Dietrich
State CIO

David Haws
EITS Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Enterprise I.T. Services Division
100 N. Stewart Street, Suite 100 | Carson City, NV 89701
Phone: (775) 684-5800

DATE: July 24, 2018

TO: Kevin Weiss, IT Manager 3, NDEP
Daralyn Dobson, ASO III, NDEP

CC: David Haws, Administrator, DOA, EITS, DOA

FROM: Tim Lewis, Technical Investment Administrator, DOA, EITS

SUBJECT: TIN Review: Website Redesign

We completed the review of the Website Redesign TIN. The TIN refreshes a TIR that involves refreshing the public websites for the Department of Conservation & Natural Resources, Nevada Division of Environmental Protection. The TIN was done at EITS' request because the cost of the project estimated in the original TIR increased by more than 5%.

If I can be of further assistance, please feel free to contact me.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20457**

		Legal Entity Name:	ASSURITY RESOURCES INC.
Agency Name:	**B&I - INSURANCE DIVISION**	Contractor Name:	**ASSURITY RESOURCES INC.**
Agency Code:	**741**	Address:	**12643 CASTETTER COURT**
Appropriation Unit:	**3813-10**		
Is budget authority available?:	**Yes**	City/State/Zip	**FISHERS, IN 46038**
If "No" please explain:	Not Applicable	Contact/Phone:	ROBERT PANAH 317/401-6766
		Vendor No.:	T27042400
		NV Business ID:	NV20181472293

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	**X**	Fees	**100.00 %**	**Examination**
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: RFQ # 74BAI-S55

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2020**

Contract term: **2 years and 31 days**

4. Type of contract: **Contract**

Contract description: **Regulatory Exams**

5. Purpose of contract:

This is a new contract to provide statutory examination services on an as needed basis. Work will vary from a full scope to a target exam and may be required in all 50 states, District of Columbia or territories.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,500,000.00**

Other basis for payment: Invoiced bi-weekly for services performed. $160/hr contractors, except actuarial $250/hr for actuaries $130/hr for actuarial analyst $50/hr non-actuarial support

II. JUSTIFICATION

7. What conditions require that this work be done?

Regulatory Examinations are required per Title 57 of the Nevada Revised Statutes (NRS), specifically Chapter 679B.300 which empowers the Commissioner of Insurance to determine the financial condition, obligations and compliance with State law for domestic and foreign insurers, associations of self-insured employers and other similar entities.

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

This is a specialized service and in the Insurance Division, only the Chief Examiner is certified as a Chief Financial Examiner (CFE). He manages the work of the independent contractors conducting examinations on behalf of the Insurance Division.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

Lewis & Ellis
INS Regulatory Insurance Services Inc.
Eide Bailly

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFQ #74BAI-S55, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an Independently appointed evaluation committee.

d. Last bid date: 03/09/2018 Anticipated re-bid date: 01/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jhanse4	07/10/2018 15:18:47 PM
Division Approval	jhanse4	07/10/2018 15:18:51 PM
Department Approval	jhanse4	07/10/2018 15:18:54 PM
Contract Manager Approval	tbouas	07/16/2018 10:48:03 AM
Budget Analyst Approval	aurruty	07/17/2018 12:00:29 PM
BOE Agenda Approval	lfree1	07/23/2018 10:08:28 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: **20466**

		Legal Entity Name:	Carr, Riggs and Ingram LLC
Agency Name:	**B&I - INSURANCE DIVISION**	Contractor Name:	**Carr, Riggs and Ingram LLC**
Agency Code:	**741**	Address:	**400 W Parkway Place**
Appropriation Unit:	**3813-10**		**Suite 300**
Is budget authority available?:	**Yes**	City/State/Zip	**Ridgeland, MS 39157**
If "No" please explain:	Not Applicable	Contact/Phone:	Joseph R May 601/499-2511
		Vendor No.:	
		NV Business ID:	NV20141059173

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	**X**	Fees	**100.00 %**	**Examination**
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: RFQ # 74BAI-S55

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2020**

Contract term: **2 years and 31 days**

4. Type of contract: **Contract**

Contract description: **Regulatory Exams**

5. Purpose of contract:

This is a new contract to provide statutory examination services on an as needed basis. Work will vary from a full scope to a target exam and may be required in all 50 states, District of Columbia or territories.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,500,000.00**

Other basis for payment: Invoiced bi-weekly for services performed. $160/hr contractors, except actuarial $250/hr for actuaries $130/hr for actuarial analyst $50/hr non-actuarial support

II. JUSTIFICATION

7. What conditions require that this work be done?

Regulatory Examinations are required per Title 57 of the Nevada Revised Statutes (NRS), specifically Chapter 679B.300 which empowers the Commissioner of Insurance to determine the financial condition, obligations and compliance with State law for domestic and foreign insurers, associations of self-insured employers and other similar entities.

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

This is a specialized service and in the Insurance Division, only the Chief Examiner is certified as a Chief Financial Examiner (CFE). He manages the work of the independent contractors conducting examinations on behalf of the Insurance Division.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

INS Regulatory Services Inc.
Eide Bailly
Lewis and Ellis Inc.

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFQ #74BAI-S55, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an Independently appointed evaluation committee.

d. Last bid date: 03/09/2018 Anticipated re-bid date: 01/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jhanse4	07/10/2018 15:20:50 PM
Division Approval	jhanse4	07/10/2018 15:20:53 PM
Department Approval	jhanse4	07/10/2018 15:20:56 PM
Contract Manager Approval	tbouas	07/10/2018 16:05:00 PM
Budget Analyst Approval	aurruty	07/19/2018 11:29:45 AM
BOE Agenda Approval	lfree1	07/23/2018 10:25:20 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: **20469**

		Legal Entity Name:	EIDE BAILLY LLP
Agency Name:	**B&I - INSURANCE DIVISION**	Contractor Name:	**EIDE BAILLY LLP**
Agency Code:	**741**	Address:	**4310 17th Avenue South**
Appropriation Unit:	**3813-10**		
Is budget authority available?:	**Yes**	City/State/Zip	**Fargo, ND 58103**
If "No" please explain:	Not Applicable	Contact/Phone:	Ryan Havick 402/676-1144
		Vendor No.:	T29026023
		NV Business ID:	NV20001000409

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	**X**	Fees	**100.00 %**	**Examination**
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: RFQ # 74BAI-S55

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2020**

Contract term: **2 years and 31 days**

4. Type of contract: **Contract**

Contract description: **Regulatory Exams**

5. Purpose of contract:

This is a new contract to provide statutory examination services on an as-needed basis. Work will vary from a full scope to a target exam and may be required in all 50 states, District of Columbia or territories.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,500,000.00**

Other basis for payment: Invoiced bi-weekly for services performed. $160/hr contractors, except actuarial $250/hr for actuaries $130/hr for actuarial analyst $50/hr non-actuarial support

II. JUSTIFICATION

7. What conditions require that this work be done?

Regulatory Examinations are required per Title 57 of the Nevada Revised Statutes (NRS), specifically Chapter 679B.300, which empowers the Commissioner of Insurance to determine the financial condition, obligations and compliance with State law for domestic and foreign insurers, associations of self-insured employers and other similar entities.

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

This is a specialized service and in the Insurance Division, only the Chief Examiner is certified as a Chief Financial Examiner (CFE). He manages the work of the independent contractors conducting examinations on behalf of the Insurance Division.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

INS REGULATORY INSURANCE SERVICES
LEWIS & ELLIS
NOBLE CONSULTING SERVICES

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFQ #74BAI-S55, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an Independently appointed evaluation committee.

d. Last bid date: 03/09/2018 Anticipated re-bid date: 01/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently with the Division of Insurance. Work is satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

LLP

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jhanse4	07/10/2018 15:21:31 PM
Division Approval	jhanse4	07/10/2018 15:21:34 PM
Department Approval	jhanse4	07/10/2018 15:21:37 PM
Contract Manager Approval	tbouas	07/10/2018 16:06:52 PM
Budget Analyst Approval	aurruty	07/17/2018 11:19:10 AM
BOE Agenda Approval	lfree1	07/23/2018 11:56:45 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20468**

		Legal Entity Name:	EXAMINATION RESOURCES LLC
Agency Name:	**B&I - INSURANCE DIVISION**	Contractor Name:	**EXAMINATION RESOURCES LLC**
Agency Code:	**741**	Address:	**3475 PIEDMONT RD NE STE 410**
Appropriation Unit:	**3813-10**		
Is budget authority available?:	**Yes**	City/State/Zip	**ATLANTA, GA 30305-2994**
If "No" please explain:	Not Applicable	Contact/Phone:	Rebecca Belanger-Walkins 404/816-6188
		Vendor No.:	T29024362
		NV Business ID:	NV20101392425

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	**X**	Fees	**100.00 %**	**Examination**
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: RFQ # 74BAI-S55

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
   Anticipated BOE meeting date 08/2018

   Retroactive? **No**

   If "Yes", please explain

   Not Applicable

3. Termination Date: **08/31/2020**
   Contract term: **2 years and 31 days**

4. Type of contract: **Contract**
   Contract description: **Regulatory Exams**

5. Purpose of contract:

   This is a new contract to provide statutory examination services on an as needed basis. Work will vary from a full scope to a target exam and may be required in all 50 states, District of Columbia or territories.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$2,500,000.00**

   Other basis for payment: Invoiced bi-weekly for services performed. $160/hr contractors, except actuarial $250/hr for actuaries $130/hr for actuarial analyst $50/hr non-actuarial support

II. JUSTIFICATION

7. What conditions require that this work be done?

   Regulatory Examinations are required per Title 57 of the Nevada Revised Statutes (NRS), specifically Chapter 679B.300 which empowers the Commissioner of Insurance to determine the financial condition, obligations and compliance with State law for domestic and foreign insurers, associations of self-insured employers and other similar entities.

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

   This is a specialized service and in the Insurance Division, only the Chief Examiner is certified as a Chief Financial Examiner (CFE). He manages the work of the independent contractors conducting examinations on behalf of the Insurance Division.

9. Were quotes or proposals solicited? Yes
   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

INS REGULATORY INSURANCE SERVICES INC.
EIDE BAILLY
LEWIS & ELLIS INC.

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFQ #74BAI-S55, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an Independently appointed evaluation committee.

d. Last bid date: 03/09/2018 Anticipated re-bid date: 01/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently with the Division of Insurance. Work is satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jhanse4	07/10/2018 15:21:10 PM
Division Approval	jhanse4	07/10/2018 15:21:14 PM
Department Approval	jhanse4	07/10/2018 15:21:17 PM
Contract Manager Approval	tbouas	07/10/2018 16:04:39 PM
Budget Analyst Approval	aurruty	07/17/2018 11:47:59 AM
BOE Agenda Approval	lfree1	07/23/2018 10:27:38 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20467**

		Legal Entity Name:	INS REGULATORY INSURANCE SERVICES INC
Agency Name:	**B&I - INSURANCE DIVISION**	Contractor Name:	**INS REGULATORY INSURANCE SERVICES INC**
Agency Code:	**741**	Address:	**419 S 2ND ST STE 206**
Appropriation Unit:	**3813-10**		
Is budget authority available?:	**Yes**	City/State/Zip	**PHILADELPHIA, PA 19147-1626**
If "No" please explain:	Not Applicable	Contact/Phone:	Michael B. Kogut 215/625-9877
		Vendor No.:	T29024367
		NV Business ID:	NV20101398765

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	**X**	Fees	**100.00 %**	**Examination**
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: RFQ # 74BAI-S55

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

The vendor is working to complete an accreditation examination with approximately 15 other states, as a remaining project from Contract 11234, Amendment 4, which expired 6/30/18 and could not be extended. The retroactive start date of this contract will allow the completion of this examination in the new vendor contract and with no break in service, in order to offset any adverse impact on the exam outcome and to avoid incurring significant costs of starting the exam again.

3. Termination Date: **08/31/2020**
Contract term: **2 years and 62 days**

4. Type of contract: **Contract**
Contract description: **Regulatory Exams**

5. Purpose of contract:

This is a new contract to provide statutory examination services on an as needed basis. Work will vary from a full scope to a target exam and may be required in all 50 states, District of Columbia or territories.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,500,000.00**

Other basis for payment: Invoiced bi-weekly for services performed. $160/hr contractors, except actuarial $250/hr for actuaries $130/hr for actuarial analyst $50/hr non-actuarial support

II. JUSTIFICATION

7. What conditions require that this work be done?

Regulatory Examinations are required per Title 57 of the Nevada Revised Statutes (NRS), specifically Chapter 679B.300 which empowers the Commissioner of Insurance to determine the financial condition, obligations and compliance with State law for domestic and foreign insurers, associations of self-insured employers and other similar entities.

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

This is a specialized service and in the Insurance Division, only the Chief Examiner is certified as a Chief Financial Examiner (CFE). He manages the work of the independent contractors conducting examinations on behalf of the Insurance Division.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

NOBLE CONSULTING SERVICES
LEWIS & ELLIS
EIDE BAILLY

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFQ #74BAI-S55, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an Independently appointed evaluation committee.

d. Last bid date: 03/09/2018 Anticipated re-bid date: 01/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently with the Division of Insurance. Work is satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jhanse4	07/10/2018 14:29:29 PM
Division Approval	jhanse4	07/10/2018 14:29:32 PM
Department Approval	jhanse4	07/10/2018 14:29:38 PM
Contract Manager Approval	tbouas	07/10/2018 16:04:03 PM
Budget Analyst Approval	aurruty	07/17/2018 14:23:07 PM
BOE Agenda Approval	lfree1	07/23/2018 10:34:36 AM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

STATE OF NEVADA

C.J. MANTHE
Director

BARBARA D. RICHARDSON
Commissioner

DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INSURANCE
1818 East College Pkwy., Suite 103
Carson City, Nevada 89706
(775) 687-0700 • Fax (775) 687-0787
Website: doi.nv.gov
E-mail: insinfo@doi.nv.gov

MEMORANDUM

Date: July 9, 2018

To: Andre Urruty, Executive Branch Budget Officer I, Governor's Finance Office

Through: J. Dale Hansen, ASO III, Department of Business and Industry

Through: Laurie Squartsoff, Chief Deputy Commissioner, Division of Insurance

From: Toni Bouas, MA II, Division of Insurance

Subject: Retroactive Contract Memo

This memo is to clarify a request for a retroactive start date on a contact with INS Regulatory Insurance Services, Inc.

On June 29, the Division of Insurance attempted to submit a contract amendment. The amendment would allow INS to continue to work on an examination which is already in progress. The amendment was rejected due to excessive time.

A new contract with this vendor is scheduled to be delivered to the Board of Examiners for an anticipated approval date of August 14, 2018. The vendor is currently working on a multi-state accreditation examination with approximately 15 other states. For Nevada to pull an examiner off of an exam due to a contract termination could have a negative impact on the outcome of the exam and would have significant additional costs if it were necessary to begin the exam again. Failure to continue this exam could also impact the Division's ability to maintain accreditation with the National Association of Insurance Commissioners.

I therefore respectfully request that this attached contract be accepted with a retroactive start date of July 1, 2018.

Thank you for your assistance with this contract. If you have any additional questions, please let me know.

RECEIVED
JUL 10 2018
DEPARTMENT OF BUSINESS AND INDUSTRY
DIRECTOR'S OFFICE - CC

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20464**

		Legal Entity Name:	LEWIS & ELLIS INC
Agency Name:	**B&I - INSURANCE DIVISION**	Contractor Name:	**LEWIS & ELLIS INC**
Agency Code:	**741**	Address:	**11225 College Blvd**
Appropriation Unit:	**3813-10**		**Suite 320**
Is budget authority available?:	**Yes**	City/State/Zip	**Overland Park, KS 66210**
If "No" please explain:	Not Applicable	Contact/Phone:	DAVID PALMER 704/662-9020
		Vendor No.:	T27034630
		NV Business ID:	NV20121509105

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	**X**	Fees	**100.00 %**	**Examination**
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: RFQ # 74BAI-S55

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2020**

Contract term: **2 years and 31 days**

4. Type of contract: **Contract**

Contract description: **Regulatory Exams**

5. Purpose of contract:

This is a new contract to provide statutory examination services on an as needed basis. Work will vary from a full scope to a target exam and may be required in all 50 states, District of Columbia or territories.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,500,000.00**

Other basis for payment: Invoiced bi-weekly for services performed. $160/hr contractors, except actuarial $250/hr for actuaries $130/hr for actuarial analyst $50/hr non-actuarial support

II. JUSTIFICATION

7. What conditions require that this work be done?

Regulatory Examinations are required per Title 57 of the Nevada Revised Statutes (NRS), specifically Chapter 679B.300 which empowers the Commissioner of Insurance to determine the financial condition, obligations and compliance with State law for domestic and foreign insurers, associations of self-insured employers and other similar entities.

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

This is a specialized service and in the Insurance Division, only the Chief Examiner is certified as a Chief Financial Examiner (CFE). He manages the work of the independent contractors conducting examinations on behalf of the Insurance Division.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

INS REGULATORY INSURANCE SEVICES
NOBLE CONSULTING SERVICES
EIDE BAILLY

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFQ #74BAI-S55, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an Independently appointed evaluation committee.

d. Last bid date: 03/09/2018 Anticipated re-bid date: 01/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently with the Division of Insurance. Work is satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jhanse4	07/10/2018 15:20:31 PM
Division Approval	jhanse4	07/10/2018 15:20:34 PM
Department Approval	jhanse4	07/10/2018 15:20:37 PM
Contract Manager Approval	tbouas	07/10/2018 16:06:10 PM
Budget Analyst Approval	aurruty	07/17/2018 11:19:29 AM
BOE Agenda Approval	lfree1	07/23/2018 10:22:49 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20461**

		Legal Entity Name:	NOBLE CONSULTING SERVICES INC
Agency Name:	**B&I - INSURANCE DIVISION**	Contractor Name:	**NOBLE CONSULTING SERVICES INC**
Agency Code:	**741**	Address:	**211 North Pennsylvania Street**
Appropriation Unit:	**3813-10**		**Suite 2350**
Is budget authority available?:	**Yes**	City/State/Zip	**INDIANAPOLIS, IN 46204-0064**
If "No" please explain:	Not Applicable	Contact/Phone:	Michael Dinius 317/471-8800
		Vendor No.:	T29035201
		NV Business ID:	NV20141214869

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	**X**	Fees	**100.00 %**	**Examination**
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: RFQ # 74BAI-S55

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2020**

Contract term: **2 years and 31 days**

4. Type of contract: **Contract**

Contract description: **Regulatory Exams**

5. Purpose of contract:

This is a new contract to provide statutory examination services on an as needed basis. Work will vary from a full scope to a target exam and may be required in all 50 states, District of Columbia or territories.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,500,000.00**

Other basis for payment: Invoiced bi-weekly for services performed. $160/hr contractors, except actuarial $250/hr for actuaries $130/hr for actuarial analyst $50/hr non-actuarial support

II. JUSTIFICATION

7. What conditions require that this work be done?

Regulatory Examinations are required per Title 57 of the Nevada Revised Statutes (NRS), specifically Chapter 679B.300 which empowers the Commissioner of Insurance to determine the financial condition, obligations and compliance with State law for domestic and foreign insurers, associations of self-insured employers and other similar entities.

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

This is a specialized service and in the Insurance Division, only the Chief Examiner is certified as a Chief Financial Examiner (CFE). He manages the work of the independent contractors conducting examinations on behalf of the Insurance Division.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

EIDE BAILLY
INS REGULATORY INSURANCE SERVICES INC
LEWIS & ELLIS INC.

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFQ #74BAI-S55, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an Independently appointed evaluation committee.

d. Last bid date: 03/09/2018 Anticipated re-bid date: 01/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently with the Division of Insurance. Work is satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jhanse4	07/10/2018 15:19:52 PM
Division Approval	jhanse4	07/10/2018 15:19:55 PM
Department Approval	jhanse4	07/10/2018 15:19:59 PM
Contract Manager Approval	tbouas	07/10/2018 16:05:48 PM
Budget Analyst Approval	aurruty	07/17/2018 11:38:27 AM
BOE Agenda Approval	lfree1	07/23/2018 10:20:34 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: **20460**

Agency Name: **B&I - INSURANCE DIVISION**
Agency Code: **741**
Appropriation Unit: **3813-10**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: RISK & REGULATORY CONSULTING
Contractor Name: **RISK & REGULATORY CONSULTING LLC**
Address: **20 BATTERSON PARK RD STE 380**
City/State/Zip **FARMINGTON, CT 06032-4500**
Contact/Phone: JOHN HUMPHRIES 770/774-1102
Vendor No.: T29031413
NV Business ID: NV20121280498

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	**X**	Fees	**100.00 %**	**Examination**
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: RFQ # 74BAI-S55

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
   Anticipated BOE meeting date 08/2018

Retroactive? **No**
If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2020**
   Contract term: **2 years and 31 days**

4. Type of contract: **Contract**
   Contract description: **Regulatory Exams**

5. Purpose of contract:

This is a new contract to provide statutory examination services on an as needed basis. Work will vary from a full scope to a target exam and may be required in all 50 states, District of Columbia or territories.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$2,500,000.00**
   Other basis for payment: Invoiced bi-weekly for services performed. $160/hr contractors, except actuarial $250/hr for actuaries $130/hr for actuarial analyst $50/hr non-actuarial support

II. JUSTIFICATION

7. What conditions require that this work be done?

Regulatory Examinations are required per Title 57 of the Nevada Revised Statutes (NRS), specifically Chapter 679B.300 which empowers the Commissioner of Insurance to determine the financial condition, obligations and compliance with State law for domestic and foreign insurers, associations of self-insured employers and other similar entities.

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

This is a specialized service and in the Insurance Division, only the Chief Examiner is certified as a Chief Financial Examiner (CFE). He manages the work of the independent contractors conducting examinations on behalf of the Insurance Division.

9. Were quotes or proposals solicited? Yes
   Was the solicitation (RFP) done by the Purchasing Division? Yes
   a. List the names of vendors that were solicited to submit proposals (include at least three):

LEWIS & ELLIS INC
INS REGULATORY INSURANCE SERVICES INC.
EIDE BAILLY

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFQ #74BAI-S55, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an Independently appointed evaluation committee.

d. Last bid date: 03/09/2018 Anticipated re-bid date: 01/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently with the Division of Insurance. Work is satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jhanse4	07/10/2018 15:19:31 PM
Division Approval	jhanse4	07/10/2018 15:19:34 PM
Department Approval	jhanse4	07/10/2018 15:19:37 PM
Contract Manager Approval	tbouas	07/10/2018 16:07:19 PM
Budget Analyst Approval	aurruty	07/17/2018 13:25:36 PM
BOE Agenda Approval	lfree1	07/23/2018 10:18:23 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20448**

		Legal Entity Name:	TAYLOR WALKER CONSULTING LLC
Agency Name:	**B&I - INSURANCE DIVISION**	Contractor Name:	**TAYLOR WALKER CONSULTING LLC**
Agency Code:	**741**	Address:	**7681 SOUTH MAIN**
Appropriation Unit:	**3813-10**		
Is budget authority available?:	**Yes**	City/State/Zip	**MIDVALE, UT 84047-7107**
If "No" please explain:	Not Applicable	Contact/Phone:	SCOTT GARDUNO 801/562-5748
		Vendor No.:	T27042278
		NV Business ID:	NV20161048440

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	**X**	Fees	**100.00 %**	**Examination**
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: RFQ # 74BAI-S55

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2020**

Contract term: **2 years and 31 days**

4. Type of contract: **Contract**

Contract description: **Regulatory Exams**

5. Purpose of contract:

This is a new contract to provide statutory examination services on an as needed basis. Work will vary from a full scope to a target exam and may be required in all 50 states, District of Columbia or territories.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,500,000.00**

Other basis for payment: Invoiced bi-weekly for services performed. $160/hr contractors, except actuarial $250/hr for actuaries $130/hr for actuarial analyst $50/hr non-actuarial support

II. JUSTIFICATION

7. What conditions require that this work be done?

Regulatory Examinations are required per Title 57 of the Nevada Revised Statutes (NRS), specifically Chapter 679B.300 which empowers the Commissioner of Insurance to determine the financial condition, obligations and compliance with State law for domestic and foreign insurers, associations of self-insured employers and other similar entities.

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

This is a specialized service and in the Insurance Division, only the Chief Examiner is certified as a Chief Financial Examiner (CFE). He manages the work of the independent contractors conducting examinations on behalf of the Insurance Division.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

INS Regulatory Insurance Services
Eide Bailly
Lewis & Ellis Inc.

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFQ #74BAI-S55, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an Independently appointed evaluation committee.

d. Last bid date: 03/09/2018 Anticipated re-bid date: 01/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently with the Division of Insurance. Work is satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jhanse4	07/10/2018 15:17:39 PM
Division Approval	jhanse4	07/10/2018 15:17:42 PM
Department Approval	jhanse4	07/10/2018 15:17:49 PM
Contract Manager Approval	tbouas	07/10/2018 16:05:30 PM
Budget Analyst Approval	aurruty	07/17/2018 11:28:55 AM
BOE Agenda Approval	lfree1	07/23/2018 09:56:34 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: **20421**

		Legal Entity Name:	Sims Metal Management
Agency Name:	**DEPARTMENT OF MOTOR VEHICLES**	Contractor Name:	**Sims Metal Management**
Agency Code:	**810**	Address:	**1655 Franklin Way**
Appropriation Unit:	**4712-00**		
Is budget authority available?:	**Yes**	City/State/Zip	**Sparks, NV 89431**
If "No" please explain:	Not Applicable	Contact/Phone:	Gaby Olson 775-240-8419
		Vendor No.:	
		NV Business ID:	NV20071398919

To what State Fiscal Year(s) will the contract be charged? **2019-2028**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**REVENUE**

Agency Reference #: RFP#81DMV-S201

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/14/2018**
   Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2028**
   Contract term: **9 years and 323 days**
4. Type of contract: **Revenue Contract**
   Contract description: **Scrap Metal Recycle**
5. Purpose of contract:

This is a new revenue contract to provide for the removal and destruction of scrap metal aluminum and steel material from the License Plate Factory. The vendor will destroy all material by high tonnage compression, sell material on the scrap metal market and remit proceeds.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$800,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Manufacturing process of license plates generates large volume of unusable material which needs to be removed. Out of state license plates and obsolete Nevada License plates collected by Department offices need to be destroyed to prevent unauthorized use.

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

Lack of equipment and expertise to perform this task.

9. Were quotes or proposals solicited? Yes
   Was the solicitation (RFP) done by the Purchasing Division? No
   a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #81DMV-S201, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Dave Wiley, DMV Services Manager 2 Ph: 775-887-3433

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vleigh	07/10/2018 15:50:51 PM
Division Approval	vleigh	07/10/2018 15:50:53 PM
Department Approval	jgrimmer	07/11/2018 08:55:27 AM
Contract Manager Approval	hazevedo	07/11/2018 10:20:45 AM
Budget Analyst Approval	hfield	07/23/2018 14:15:27 PM
BOE Agenda Approval	hfield	07/23/2018 14:15:29 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20013**

		Legal Entity Name:	Jobs for Nevada's Graduates
Agency Name:	**DETR - REHABILITATION DIVISION**	Contractor Name:	**Jobs for Nevada's Graduates**
Agency Code:	**901**	Address:	**4045 S. Buffalo Dr**
Appropriation Unit:	**3265-09**		**STE A101-128**
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89147**
If "No" please explain:	Not Applicable	Contact/Phone:	Debbie Tarantino ext 101 702-410-8078
		Vendor No.:	T32002801
		NV Business ID:	NV20131697401

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**21.30 %**	Fees	0.00 %
X	Federal Funds	**78.70 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 3234-22-REHAB

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/31/2021**

Contract term: **3 years**

4. Type of contract: **Contract**

Contract description: **2018 JAG**

5. Purpose of contract:

This is a new contract that provides Pre-Employment Transition Services (Pre-ETS) in the state's secondary education schools. It provides expanded traditional transition services to students with disabilities in the state's high schools. Pre-ETS programs are required under the Workforce Innovation and Opportunity Act (Public Law 113-128), which requires that 15% of all federal Rehabilitation funding to be focused on Pre-ETS.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$750,000.00**

Other basis for payment: $125/student per module (Self-Advocacy, Workplace Readiness, Job Exploration, Post-Secondary Education Opportunities); Work-Based Learning Experience: New Site Development $250.00, Same Site within 6 months $125, Exit Interview Report $75.00, Monitoring Fee (up to 5hrs./week and weekly report) $40.00/hr.; contract not to exceed $750,000.00.

II. JUSTIFICATION

7. What conditions require that this work be done?

WIOA requires that 15% of all grant funding be spent on Pre-ETS programs.

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

State employees are not trained or have the skills to undertake the Pre-ETS training.

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. Soliciation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 1807-01
Approval Date: 07/06/2018

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

Only provider in the State of Nevada who is permitted to provide this program on public school campus, during school hours.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The vendor has been providing satisfactory services to Rehabilitation Division, Employment Security Division and Education since August 2014.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Non-profit Corporation

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

Yes

17. Not Applicable

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

Yes

19. Agency Field Contract Monitor:

Shontae Williams, null Ph: 775-684-3823

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bmartin7	07/06/2018 10:28:04 AM
Division Approval	kdesoci1	07/06/2018 11:03:42 AM
Department Approval	kdesoci1	07/06/2018 11:03:47 AM
Contract Manager Approval	swilli31	07/06/2018 11:58:51 AM
Budget Analyst Approval	cbrekken	07/16/2018 14:25:13 PM
BOE Agenda Approval	tgreenam	07/17/2018 12:55:38 PM
BOE Final Approval	Pending	

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

Purchasing Use Only:	
Approval#:	180701

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	**Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:**		
	State Agency:	***DETR – Rehabilitation Division***	
	Contact Name and Title	*Phone Number*	*Email Address*
	Walter Cuneo, Management Analyst II	***775-687-6864***	***wlcuneo@nvdetr.org***

	Vendor Information:	
1b	Identify Vendor:	***Jobs for Nevada's Graduates (JAGNV)***
	Contact Name:	***Debbie Tarantino***
	Address:	***4045 S. Buffalo Dr.*** ***Suite A101-128*** ***Las Vegas, NV 89147***
	Telephone Number:	***702-410-8078x101***
	Email Address:	***dtarantino@jagnv.org***

1c	**Type of Waiver Requested – Check the appropriate type:**	
	Sole or Single Source:	***XX***
	Professional Service Exemption:	

	Contract Information:				
1d	Is this a new Contract?	Yes	***XX***	No	
	Amendment:	#			
	CETS:	#			

1e	**Term:**				
	One (1) Time Purchase:				
	Contract:	Start Date:	***07/01/2018***	End Date:	***06/30/2021***

1f	**Funding:**	
	State Appropriated:	
	Federal Funds:	***100%***
	Grant Funds:	
	Other (Explain):	

1g	**Total Estimated Value of this Service Contract, Amendment or Purchase: $900,000** **Up to $300,000 per year for all 5 Pre-ETS modules and expanding service into additional high schools around the state.**
2	**Provide a description of work/services to be performed or commodity/good to be purchased:** ***The Workforce Innovation and Opportunity Act of 2014 (WIOA) is the primary funding source and administrator of the public Vocational Rehabilitation and Blind Services programs in the United States. WIOA made major changes to Pre-Employment Transition Services (Pre-ETS), specifically Pre-ETS should be provided in an educational setting and can be provided to groups. Finally, under WIOA a minimum of 15% of all service dollars must be spent on Pre-ETS programs. The intent of Pre-Employment Transition Services (Pre-ETS) is to assist secondary education school students with disabilities to transition from school directly into employment, or into postsecondary education, or training that will lead to employment.*** ***The JAGNV program expands the traditional transition services provided to secondary education students with disabilities through the provision of the five key Pre-Employment Transition Services:*** • ***Instruction in Self-Advocacy*** • ***Workplace Readiness Training*** • ***Job Exploration Counseling*** • ***Counseling on Opportunities for Enrollment in Comprehensive Transition or Post-Secondary Educational Programs at Institutions for Higher Education*** • ***Work-Based Learning Experiences*** ***JAGNV is uniquely situated to provide a unified, coherent Pre-ETS program that is approved by the Bureaus of Vocational Rehabilitation and Bureaus of Services to the Blind and Visually Impaired, to all high schools across the state. JAGNV is unique amongst all service providers, in that it is a Nevada-specific nonprofit, whose board is selected directly by the Governor of the State of Nevada. This is extremely important since transition services require coordination of services with school districts and other entities such as regional centers in order to achieve success.***

3	**What are the unique features/qualifications required for this service or good that are not available from any other vendor:** ***The mission of the JAGNV program is to help keep young people in high school thru graduation and to provide an array of counseling, skills development, career association, job development and job placement that will result in either a quality job leading to a post-graduation career, post-secondary education or jobs training program. JAGNV is unique, in that it is a Nevada-specific nonprofit, whose board is appointed directly by the Governor of the State of Nevada.***

4	**Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:** ***In 2013 the JAGNV non-profit was created by the Governor of Nevada and the Nevada State Legislature with the intent to help keep young people in high school thru graduation and to provide an array of counseling, skills development, career association, job development and job placement that will result in either a quality job leading to a post-graduation career, post-secondary education or jobs training program. The specific Pre-ETS curriculum, which is mandated by WIOA, must be pre-approved by BVR/BSBVI and executed in person in classrooms in public high schools as part of the normal student course load, as part of a larger curriculum model and delivered across the state. All teachers/specialists must be pre-approved by the individual school districts/schools to work on campus and teach students this curriculum as part of a larger employment focused curriculum. Additionally, all teachers/specialists must pass rigorous background checks by the school districts to be present on campus. JAGNV, as governmentally created, quasi-public entity, is the only service provider who can meet these requirements across the state, on a uniform basis.***

5	**Were alternative services or commodities evaluated? Check One.**	Yes:		No:	***XX***
	a. ***If yes***, *what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.*				
	b. ***If not***, *why were alternatives not evaluated?*				
	No other provider in the State of Nevada is permitted to provide this program on public school campus, during school hours.				

6	**Has the agency purchased this service or commodity in the past? Check One.** ***Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany this request.***	Yes:	***XX***	No:	
	a. *If yes, starting with the most recent contract and working backward, for the* ***entire*** *relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:*				

Term Start and End Dates		*Value*	*Short Description*	*Type of Procurement* ***(RFP#, RFQ#, Waiver #)***
1/17/17	*6/30/18*	***No Limit***	***JAG Nevada***	***Provider Agreement***
7/1/16	*6/30/19*	*$750,000*	***Jobs for America's Graduate Program***	***Waiver# 160602***
7/1/14	*6/30/15*	*$750,000*	***Jobs for America's Graduate Program***	***Waiver# 140407***
7/13/12	*6/30/14*	*$1,308,390*	***Jobs for America's Graduate Program services provided by Community Services Agency***	***Waiver (email)***
		$		

7	**What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?**
	The JAGNV program will not be able to deliver the Pre-ETS program to Nevada's schools or disabled students. Also, JAGNV will not be able to contribute towards high school retention and graduation rates as mandated by the Governor.

8	**What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?**
	The efforts to identify completive service providers, for JAGNV purposes, would be futile as none exist that could provide the workforce development programs as prescribed and overseen for compliance of Jobs for America's Graduates (JAG) accreditation standards. ***As stated above, JAGNV is a Nevada specific non-profit corporation, with a board of directors that are appointed by Nevada's Governor. The premise of this Nevada 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 you people who are most at risk by assisting them successfully transition to employment and/or post-***

	secondary education.

9	**Will this purchase obligate the State to this vendor for future purchases?** ***Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.***	Yes:	***XX***	No:	
	a. *If yes, please provide details regarding future obligations or needs.*				
	If federal funding is available in the future, a new contract will be considered, if performance and outcomes are satisfactory.				

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

Walter Cuneo, Management Analyst II — 06/15/18

Print Name of Agency Representative Initiating Request — Date

Signature of Agency Head Authorizing Request

Shelley Hendren, Division Administrator — 6-18-18

Print Name of Agency Head Authorizing Request — Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review — Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

for

Administrator, Purchasing Division or Designee — 7/6/18

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: **15444**

Amendment Number: **4**

Legal Entity Name: MEYER, CURTIS DBA

Agency Name: **DETR - EMPLOYMENT SECURITY DIVISION**

Contractor Name: **MEYER, CURTIS DBA**

Agency Code: **902**

Address: **SUPERIOR JANITORIAL SERVICE**

Appropriation Unit: **4770-04**

PO BOX 2443

Is budget authority available?: **Yes**

City/State/Zip **ELKO, NV 89803**

If "No" please explain: Not Applicable

Contact/Phone: curtismyr@yahoo.com 775/777-2075

Vendor No.: T29005555

NV Business ID: NV20081681479

To what State Fiscal Year(s) will the contract be charged? **2014-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**1.90 %**		Fees	0.00 %	
X	Federal Funds	**69.00 %**		Bonds	0.00 %	
	Highway Funds	0.00 %	**X**	Other funding	**29.10 %**	**BEN, ESD Special Fund, & Career Enhancement Fund**

Agency Reference #: 1893-16-DETR

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/01/2014**

Anticipated BOE meeting date 07/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2018**

Contract term: **4 years and 153 days**

4. Type of contract: **Contract**

Contract description: **Janitorial Services**

5. Purpose of contract:

This is the fourth amendment to the original contract which provides ongoing janitorial services for the Elko JobConnect Office. This amendment increases the maximum amount from $49,750 to $52,735 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:	$23,880.00	$23,880.00	$23,880.00	Yes - Info
	a. Amendment 1:	$23,880.00	$23,880.00	$47,760.00	Yes - Info
	b. Amendment 2:	$1,990.00	$1,990.00	$49,750.00	No
	c. Amendment 3:	$0.00	$1,990.00	$49,750.00	No
2.	Amount of current amendment (#4):	$2,985.00	$4,975.00	$52,735.00	Yes - Action
3.	New maximum contract amount:	$52,735.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Need to keep this facility clean for public and staff.

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

Staff does not have equipment or time.

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. Soliciation Waiver: **Not Applicable**

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

Vendor offered the best rates and services.

   d. Last bid date: 02/26/2014 Anticipated re-bid date: 02/26/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    Nevada Corporation

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

    Yes

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

    No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbende2	06/11/2018 13:02:03 PM
Division Approval	lparven	06/13/2018 15:22:17 PM
Department Approval	kdesoci1	06/18/2018 08:23:33 AM
Contract Manager Approval	swilli31	06/18/2018 09:28:18 AM
Budget Analyst Approval	tgreenam	06/21/2018 09:37:42 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: **20487**

		Legal Entity Name:	Arisant LLC
Agency Name:	**DETR - ADMINISTRATIVE SERVICES**	Contractor Name:	**Arisant LLC**
Agency Code:	**908**	Address:	**383 Inverness Pkwy Ste 175**
Appropriation Unit:	**3274-26**		
Is budget authority available?:	**Yes**	City/State/Zip	**Englewood, CO 80112**
If "No" please explain:	Not Applicable	Contact/Phone:	Joe Wilson 3033304065
		Vendor No.:	
		NV Business ID:	NV20161631359

To what State Fiscal Year(s) will the contract be charged? **2019-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**

Agency Reference #: RFP # 3490

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
   Anticipated BOE meeting date 08/2018

   Retroactive? **No**

   If "Yes", please explain

   Not Applicable

3. Termination Date: **02/28/2020**
   Contract term: **1 year and 211 days**

4. Type of contract: **Contract**
   Contract description: **Oracle IAM Upgrade**

5. Purpose of contract:

   This is a new contract to provide information technology services to upgrade Oracle Identity Access Management software.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$271,613.03**
   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?

   Division does not have skillset or manpower

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

   Do not have the skillset or manpower

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):

Arisant
Zones, Inc.
Tangenz
Speridian Technologies
Mythics
AST

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP #3490, 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: 09/26/2018 Anticipated re-bid date: 09/07/2020

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

Yes

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

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

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

Yes

19. Agency Field Contract Monitor:

Doug Wells, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mgassawa	07/05/2018 12:40:12 PM
Division Approval	kdesoci1	07/06/2018 11:02:56 AM
Department Approval	kdesoci1	07/06/2018 11:02:58 AM
Contract Manager Approval	swilli31	07/06/2018 11:15:43 AM
EITS Approval	mlynn	07/09/2018 08:51:25 AM
Budget Analyst Approval	tgreenam	07/16/2018 11:53:57 AM
BOE Agenda Approval	tgreenam	07/16/2018 11:54:04 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: **20454**

		Legal Entity Name:	Vimo, Inc. dba GetInsured
Agency Name:	**SILVER STATE HEALTH INSURANCE EXCHANGE**	Contractor Name:	**Vimo, Inc. dba GetInsured**
Agency Code:	**960**	Address:	**1305 Terra Bella Ave**
Appropriation Unit:	**1400-12**		
Is budget authority available?:	**Yes**	City/State/Zip	**Mountain View, CA 94043**
If "No" please explain:	Not Applicable	Contact/Phone:	Paul Neutz 425-269-1077
		Vendor No.:	T27042285
		NV Business ID:	NV20081498280

To what State Fiscal Year(s) will the contract be charged? **2019-2024**

What is the source of funds that will be used to 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 %**	**Exchange Carrier**
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: RFP # 96SSHIX-S68

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
   Anticipated BOE meeting date 08/2018

   Retroactive? **No**

   If "Yes", please explain

   Not Applicable

3. Termination Date: **01/31/2024**
   Contract term: **5 years and 184 days**

4. Type of contract: **Contract**
   Contract description: **Exchange Platform**

5. Purpose of contract:

   This is a new contract to implement an approved technology investment which provides the design, development and implementation as well as ongoing support of an integrated online health insurance exchange platform and associated consumer assistance center to facilitate the purchase of Qualified Health Plans under the Affordable Care Act.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$24,404,401.93**
   Other basis for payment: As invoiced by the Contractor and approved by the State.

II. JUSTIFICATION

7. What conditions require that this work be done?

   The Silver State Health Insurance Exchange (SSHIE) currently operates as a State Based Marketplace using the Federal Exchange (SBM-FE). Eligibility and enrollment functions are provided by healthcare.gov, while marketing, outreach, plan certification, in-person assister training, and broker certification functions are carried out by the Exchange. However, changes to the Centers for Medicare and Medicaid Services' (CMS) user fee structure--which increased from 1.5% of pre-subsidized marketplace premiums in 2017 to 2% in 2018, and will grow to 3% in 2019--will adversely impact the Exchange's continued fiscal solvency. Therefore, SSHIE will work with GetInsured to transition to a State Based Marketplace (SBM) to ensure continued fiscal solvency while still fulfilling the statutory requirements under the Affordable Care Act.

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 necessary to transition SSHIE from an SBM-FE to an SBM.

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):

New Fields Technologies
Softheon Inc
hCentive, Inc
Automated Health Systems, Inc
GetInsured
Faneuil, Inc
MAXIMUS

b. Soliciation Waiver: **Not Applicable**

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

Pursuant to RFP # 96SSHIX-S68, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/16/2018 Anticipated re-bid date: 01/15/2023

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	chadwic1	07/10/2018 12:37:09 PM
Division Approval	chadwic1	07/10/2018 12:37:12 PM
Department Approval	rhigh	07/10/2018 14:11:58 PM
Contract Manager Approval	danders9	07/10/2018 14:13:36 PM

EITS Approval	mlynn	07/10/2018 15:54:11 PM
Budget Analyst Approval	bwooldri	07/18/2018 07:50:51 AM
BOE Agenda Approval	nhovden	07/18/2018 17:10:34 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Shannon Rahming
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Enterprise I.T. Services Division
100 N. Stewart Street, Suite 100 | Carson City, NV 89701
Phone: (775) 684-5800

MEMORANDUM

DATE: 10/13/16

TO: Russell Cook, Information Systems Manager, Health Insurance Exchange
Aaron Frantz, Finance & Research Officer, Health Insurance Exchange

CC: Governor's Finance Office
Tom Wolf, Chief IT Manager, Computing, EITS, DOA
Ken Adams, Chief IT Manager, Communications, EITS, DOA
Brian Wilcox, Chief IT Manager, OIS, EITS, DOA
Shannon Rahming, Administrator, EITS, DOA

FROM: Robert Keith, TIR Administrator, EITS, DOA

SUBJECT: TIR Approval: **Health Insurance Exchange Business Operations Solution**

The TIR and supporting documentation for the *Business Operations Solution* project for the Silver State Health Insurance Exchange have been reviewed and approved. This is a revised TIR that was originally submitted on 9/20/12.

The *Business Operations Solution* project is fee funded for FY18-19. The purpose is to procure a cloud-based Health Insurance Exchange system and a customer call center, as part of the federal Affordable Care Act of 2010.

EITS Impact: A probable increase in network usage.

It is expected that this effort will follow the existing agency and State security policies. The Office of Information Security (OIS) *(InfoSec@doit.nv.gov)* will ensure maximum security through guidance related to system architecture and the establishment of proper security controls. Please work with OIS to assure that proper security provisions are included in RFPs and vendor contracts. They are available to review any controls and provide guidance on protecting critical and personally identifiable information.

If funded, please be sure to consider how the implementation of this system will affect the workflow of state data and the related records responsibilities of agency personnel. If you have questions regarding this or wish to receive a sampling of the types of RDAs that will

be affected by this implementation please contact the State Records Manager, Nevada Library and Archives at *records@admin.nv.gov*.

Also, please be aware that requirements for additional bandwidth may result in the agency being placed in a different cost tier for communications services. If you have any questions, or if EITS Planning can be of any further assistance, please feel free to contact the helpdesk at 684-4333.

WORK PLAN SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	810	DEPARTMENT OF MOTOR VEHICLES - SYSTEM MODERNIZATION	GARTNER, INC.	HIGHWAY 31% FEE: TECHNOLOGY 69%	$484,000	Sole Source
	Contract Description:	This is a new work plan under master service agreement #18964 which provides project management quality assurance consulting and procurement support for the System Technology Application Redesign (STAR) project.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 20524		

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20524**

		Legal Entity Name:	GARTNER INC
Agency Name:	**DEPARTMENT OF MOTOR VEHICLES**	Contractor Name:	**GARTNER INC**
Agency Code:	**810**	Address:	**PO BOX 911319**
Appropriation Unit:	**4716-10**		
Is budget authority available?:	**Yes**	City/State/Zip	**DALLAS, TX 75391-1319**
If "No" please explain:	Not Applicable	Contact/Phone:	Mark Lennon 916-832-1494
		Vendor No.:	T80976121A
		NV Business ID:	NV19941112701

To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %	**X**	Fees	**69.00 % Technology**
	Federal Funds	0.00 %		Bonds	0.00 %
X	Highway Funds	**31.00 %**		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 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **333 days**

4. Type of contract: **Other (include description): MSA Work Plan**

Contract description: **ProfessionalServices**

5. Purpose of contract:

This is a new work plan under master service agreement #18964 which provides project management quality assurance consulting and procurement support for the System Technology Application Redesign (STAR) project.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$484,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

We are mitigating the risks and issues that could jeopardize our IT project success by contracting with Gartner Consulting t perform project management quality assurance. Additionally, Gartner will provide ongoing advisory support to ensure an on-time procurement that results in a contract that is in the best interest of the State.

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

State employees do not have the expertise.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 170706
Approval Date: 07/28/2017

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?
No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?
No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?
No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?
No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?
Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DMV and the Department of Administration have both contracted with Gartner Inc.-Service has been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?
No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

16. a. Is the Contractor Name the same as the legal Entity Name?
Yes

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

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

19. Agency Field Contract Monitor:
Amy McKinney, Deputy Director, Deputy Director Ph: 775-684-4848
null, null Ph: null

20. Contract Status:
Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vleigh	07/09/2018 15:28:29 PM
Division Approval	vleigh	07/09/2018 15:28:31 PM
Department Approval	jgrimmer	07/09/2018 15:30:29 PM
Contract Manager Approval	hazevedo	07/09/2018 15:39:04 PM
Budget Analyst Approval	hfield	07/23/2018 10:53:14 AM
BOE Agenda Approval	hfield	07/23/2018 10:53:17 AM
BOE Final Approval	Pending	

Copy

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

Purchasing Use Only:	
Approval#:	170706

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	**Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:**		
	State Agency:	*EITS*	
	Contact Name and Title	*Phone Number*	*Email Address*
	Rachel Bennett, Management Analyst III	***(775) 684-5864***	***rachel.bennett@admin.nv.gov***

	Vendor Information:	
1b	Identify Vendor:	***Gartner, Inc.***
	Contact Name:	
	Address:	***P.O. Box 911319 Dallas, TX 75391***
	Telephone Number:	***239-561-4815***
	Email Address:	

1c	**Type of Waiver Requested – Check the appropriate type:**	
	Sole or Single Source:	*X*
	Professional Service Exemption:	

	Contract Information:				
1d	Is this a new Contract?	Yes	*X*	No	
	Amendment:	#			
	CETS:	#			

1e	**Term:**				
	One (1) Time Purchase:				
	Contract:	Start Date:	***August 9, 2017***	End Date:	***August 8, 2021***

1f	**Funding:**	
	State Appropriated:	
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	***All funding sources could apply depending on agency source***

1g	**Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase: $0**
	This MSA will have a zero dollar amount with each work order executed off the MSA following the proper approval process as outlined in NRS, NAC and/or SAM

2	**Provide a description of work/services to be performed or commodity/good to be purchased:** Utilize Gartner's specialized expertise for the State of Nevada, including but not limited to the Chief Information Officer, Office of Procurement as well as the ERP Project per agreement. Numerous agencies in the state use Gartner's professional and niche IT research to make quality decisions for all IT projects and support as they are a third party that ranks vendors based on determined criteria.

3	What are the unique features/qualifications required for this service or good that are not available from any other vendor: Gartner's depth and breadth of experience in consulting services and large IT project oversight, as well as procurement and contracting processes, is a unique qualification. Gartner is able to offer a unique team of senior consultants with the required experience. Gartner can provide the IT staffing able to leverage the necessary tools and applications. There is a critical need for continuity of support and Gartner possesses the specifics relating to the current DofA IT projects and initiatives necessary to provide the seamless support required. Gartner's IT advisory services cover the full range of IT issues from applying technology to state of Nevada's business of serving its constituents to following major trends in IT, to managing and measuring the states infrastructure. Gartner is the top IT research house for all things to do with IT staffing requirements, projects and contracting of these goods and services. Gartner has been dedicated to IT since it began in 1979, those 37+ years of experience doing IT research has made them the largest and most respected source of analysis in IT. Gartner hires very knowledgeable staff with an average experience level of 17 years in technology to do the research and to help guide their customers while making important decisions. Their information is invaluable when making decisions expending tax payer funds. They uniquely provide unbiased research to determine best practices and will use that information to guide us in these projects.

4	**Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:** It was determined to be unfeasible to conduct an RFP as other firms do not offer the same experience and expertise as Gartner when it comes to IT. They have the uniqueness of doing more IT research than any other firm. They then can utilize that knowledge from their research into best practices and work with us to instill those best practices into our IT projects, there is no other firm that can turn their research into guidance.

5	**Were alternative services or commodities evaluated? Check One.**	Yes:	*X*	No:	
	a. ***If yes**, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.*				
	Other research and consulting firms were explored however Gartner's unique skill set in IT and IT procurement sets them apart from other research and advisory firms.				
	b. ***If not**, why were alternatives not evaluated?*				
	Gartner is very specialized in what they provide the State of Nevada and no other companies can provide the same level of knowledge and expertise.				

6	**Has the agency purchased this service or commodity in the past? Check One.** ***Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany***	Yes:	*X*	No:	

	this request.							
	a. *If yes, starting with the most recent contract and working backward, for the **entire** relationship with this vendor, or any other vendor for this service or commodity, please provide the following information: this is attached.*							
	Term Start and End Dates		*Value*	*Short Description*	*Type of Procurement (RFP#, RFQ#, Waiver #)*			
			$					
			$					
			$					

7	**What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?**
	Without this agreement the state would not have access to the appropriate expertise to help deliver current and future IT projects what support State business needs and citizen services. We would not have access to the best practice approach based on unbiased research, instead we will have a very biased approach based on the vendor. This will not allow us to develop the best practices for project management to utilize on various projects if we do not use this vendor for the contract.

8	**What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?**
	Extensive research was done on Forester, IBIS World and other research and advisor firms and Gartner was determined to be the only firm offering the specific IT experience with the staffing that understands the best practices based on the successful implementation not on a specific vendor, this is what the state needs. Gartner has been in business since 1979 specializing in IT research and is the largest and most respected company doing this research. We need to implement best practices for all projects and implement a repeatable approach to projects, not a one off approach. The repeatable processes we will be creating will make other projects successful.

9	**Will this purchase obligate the State to this vendor for future purchases?** ***Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.***	Yes:		No:	*X*
	a. *If yes, please provide details regarding future obligations or needs.*				
	We are not obligated for future purchases however I would expect we will continue to need Gartner services until a time comes that there is suitable alternatives.				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

Agency Representative Initiating Request

Print Name of Agency Representative Initiating Request — Date

Signature of Agency Head Authorizing Request

Shannon Rahming — 7/13/17

Print Name of Agency Head Authorizing Request — Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review — Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

Administrator, Purchasing Division or Designee — 7-28-2017 Date

Agency	Agency Name	ORG	Voucher Number	Voucher Amount
083	Purchasing	0000	PV083AV000047697	78,200.00
083	Purchasing	0000	PV083AV000053802	37,000.00
083	Purchasing	0000	PV083AV000054888	64,466.67
083	Purchasing	0000	PV083AV000055598	38,200.00
180	EITS	7350	PV180CIO00000004	78,900.00
180	EITS	7350	PV180CIO00000054	41,000.00
180	EITS	7350	PV180CIO00000062	41,000.00
180	EITS	OHET	PV180CIO00000102	42,640.00
180	EITS	OHET	PV180CIO00000107	42,640.00
180	EITS	OHET	PV180CIO00000159	42,640.00
180	EITS	OHET	PV18013730000002	42,640.00
403	DHCFP	0000	PV403HC000023205	81,700.00
403	DHCFP	0000	PV403HC000025840	84,200.00
403	DHCFP	0000	PV403HC000028329	73,700.00
800	NDOT	A067	PV80000005056541	34,800.00
800	NDOT	A067	PV80000005063314	51,400.00
800	NDOT	A067	PV80000005070210	35,800.00
800	NDOT	A067	PV80000005078356	53,100.00
800	NDOT	A067	PV80000005084701	146,700.00
810	DMV	0000	PV81000001390512	17,400.00
810	DMV	0000	PV81000001434886	17,900.00
810	DMV	0000	PV81000001468119	18,000.00
810	DMV	0000	PV81000001544215	37,250.00
			Total	1,201,276.67

Check Number	Status	Voucher Process Date	Vendor Number
EF00009283852	C	7/15/2013	PUR0005339
EF00009865684	C	7/28/2016	PUR0005339
EF00009985592	C	2/23/2017	PUR0005339
EF00009056517	C	6/23/2017	PUR0005339
EF00009308163	C	9/4/2013	PUR0005339
EF00009452402	C	7/2/2014	PUR0005339
EF00009474371	C	8/12/2014	PUR0005339
EF00009645454	C	7/6/2015	PUR0005339
EF00009664718	C	8/6/2015	PUR0005339
EF00009849944	C	7/5/2016	PUR0005339
EF00009875398	C	8/11/2016	PUR0005339
EF00009449010	C	6/26/2014	PUR0005339
EF00009643763	C	7/1/2015	PUR0005339
EF00009859553	C	7/19/2016	PUR0005339
EF00009550752	C	1/13/2015	PUR0005339
EF00009653879	C	7/17/2015	PUR0005339
EF00009752662	C	1/15/2016	PUR0005339
EF00009870110	C	8/3/2016	PUR0005339
EF00009955923	C	12/30/2016	PUR0005339
EF00009537891	C	12/16/2014	PUR0005339
EF00009653193	C	7/16/2015	PUR0005339
EF00009740740	C	12/22/2015	PUR0005339
EF00009946422	C	12/13/2016	PUR0005339

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.		VARIOUS STATE AGENCIES	A HELPING HAND HOME HEALTH CARE, INC.	OTHER: VARIOUS	$2,000,000	
	Contract Description:	This is a new contract to provide home maker, personal care and respite services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20492		
2.		VARIOUS STATE AGENCIES	ACCURATE BUILDING MAINTENANCE	OTHER: VARIOUS	$1,000,000	
	Contract Description:	This is a new contract to provide janitorial services statewide.				
		Term of Contract:	08/14/2018 - 08/31/2022	Contract # 20245		
3.		VARIOUS STATE AGENCIES	ADL HOMECARE, INC.	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide residential home care services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20532		
4.		VARIOUS STATE AGENCIES	ALPHA PRODUCTIONS TECHNOLOGIES, INC.	OTHER: VARIOUS	$5,000,000	
	Contract Description:	This is a new contract to provide job and day training services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20352		
5.		VARIOUS STATE AGENCIES	AM/PM PERSONAL CARE, LLC	OTHER: VARIOUS	$1,000,000	
	Contract Description:	This is a new contract to provide personal care and elder care services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20491		
6.		VARIOUS STATE AGENCIES	AMERICAN MEDICAL ALERT CORPORATION	OTHER: VARIOUS	$1,000,000	
	Contract Description:	This is a new contract to provide personal emergency response and medical alert services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20332		
7.		VARIOUS STATE AGENCIES	ASSISTING INDEPENDENCE, LLC	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide personal care services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20392		
8.		VARIOUS STATE AGENCIES	ABE'S CARE HOME FOR DISABILITY	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide medical support services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20525		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
9.		VARIOUS STATE AGENCIES	ADVANCED CHILD BEHAVIOR SOLUTIONS, LLC	OTHER: VARIOUS	$2,000,000	
	Contract Description:	This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20496		
10.		VARIOUS STATE AGENCIES	ALERT 911 NOW	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide personal emergency response services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20482		
11.		VARIOUS STATE AGENCIES	ALERT NEVADA	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide personal emergency response systems services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20535		
12.		VARIOUS STATE AGENCIES	ARABSKI PSYCHIATRY, PLLC	OTHER: VARIOUS	$1,000,000	
	Contract Description:	This is a new contract to provide forensic psychiatry services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20430		
13.		VARIOUS STATE AGENCIES	ASPEN CARE GROUP, LLC	OTHER: VARIOUS	$10,000,000	
	Contract Description:	This is a new contract to provide developmental services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20495		
14.		VARIOUS STATE AGENCIES	BARBARA YOUNG & ASSOCIATES	OTHER: VARIOUS	$105,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20405		
15.		VARIOUS STATE AGENCIES	BEACON HOPE CORPORATION	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide residential, behavioral and community based services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20545		
16.		VARIOUS STATE AGENCIES	BEST BUDDIES INTERNATIONAL, INC.	OTHER: VARIOUS	$166,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20402		
17.		VARIOUS STATE AGENCIES	BETAL HOME CARE SERVICES, LLC	OTHER: VARIOUS	$15,000,000	
	Contract Description:	This is a new contract to provide home care services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20471		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
18.		VARIOUS STATE AGENCIES	BUDGET WATCHERS	OTHER: VARIOUS	$1,000,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20398		
19.		VARIOUS STATE AGENCIES	C & N PERSONAL CARE, LLC	OTHER: VARIOUS	$5,000,000	
	Contract Description:	This is a new contract to provide in-home care provider services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20526		
20.		VARIOUS STATE AGENCIES	CARE SERVICES OF NEVADA, INC.	OTHER: VARIOUS	$15,000,000	
	Contract Description:	This is a new contract to provide personal care services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20445		
21.		VARIOUS STATE AGENCIES	CARSON VALLEY CHILDREN'S CENTER DBA AUSTIN'S HOUSE	OTHER: VARIOUS	$5,000,000	FORMER EMPLOYEE
	Contract Description:	This is a new contract to provide emergency shelter services statewide. This contract replaces a previous provider agreement. **RELATES TO ACTION ITEM 6C.**				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20604		
22.		VARIOUS STATE AGENCIES	CAMPBELL CENTER FOR AUTISM	OTHER: VARIOUS	$2,500,000	
	Contract Description:	This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20546		
23.		VARIOUS STATE AGENCIES	CAMPBELL PSYCHIATRY, PLLC	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide psychiatry services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20441		
24.		VARIOUS STATE AGENCIES	CAROLYN WOOD	OTHER: VARIOUS	$272,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20400		
25.		VARIOUS STATE AGENCIES	CATHOLIC CHARITIES OF SOUTHERN NEVADA	OTHER: VARIOUS	$50,000,000	
	Contract Description:	This is a new contract to provide elder care services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20548		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
26.		VARIOUS STATE AGENCIES	CHRYSALIS-NEVADA, INC.	OTHER: VARIOUS	$400,000,000	
	Contract Description:	This is a new contract to provide residential, behavioral and community based support services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20484		
27.		VARIOUS STATE AGENCIES	CHURCHILL COUNCIL ON ALCOHOL AND OTHER DRUGS	OTHER: VARIOUS	$5,000,000	
	Contract Description:	This is a new contract to provide behavioral health clinic, residential and detox facility, and transitional housing services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20538		
28.		VARIOUS STATE AGENCIES	CHURCHILL COUNCIL ON ALCOHOL AND OTHER DRUGS	OTHER: VARIOUS	$5,000,000	
	Contract Description:	This is a new contract to provide behavioral health clinic, residential and detox facility and transitional housing services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20551		
29.		VARIOUS STATE AGENCIES	COVENANT OF LOVE UUL CORPORATION	OTHER: VARIOUS	$500,000	
	Contract Description:	This is a new contract to provide housing, supportive living and behavioral health services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20502		
30.		VARIOUS STATE AGENCIES	CROSSROADS BEHAVIOR CONSULTATION, LLC	OTHER: VARIOUS	$3,000,000	
	Contract Description:	This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20531		
31.		VARIOUS STATE AGENCIES	DANIEL T. MALATESTA	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20474		
32.		VARIOUS STATE AGENCIES	DIANE C. MILLER	OTHER: VARIOUS	$2,000,000	
	Contract Description:	This is a new contract to provide audiology services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20177		
33.		VARIOUS STATE AGENCIES	DIGNIFIED CARE, INC.	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide home maker services, personal care services and respite services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20485		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
34.		VARIOUS STATE AGENCIES	DISABILITY RESOURCES, INC	OTHER: VARIOUS	$25,000,000	
	Contract Description:	This is a new contract to provide mental health and supportive services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20529		
35.		VARIOUS STATE AGENCIES	DRIVING TO INDEPENDENCE	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide driver rehabilitation services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20480		
36.		VARIOUS STATE AGENCIES	DUNGARVIN NEVADA, LLC	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide residential, supported living and day services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20493		
37.		VARIOUS STATE AGENCIES	EAGLES NEST	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide host home provider services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20479		
38.		VARIOUS STATE AGENCIES	EASTER SEALS NEVADA	OTHER: VARIOUS	$98,000,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20426		
39.		VARIOUS STATE AGENCIES	EMPOWER US	OTHER: VARIOUS	$150,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20427		
40.		VARIOUS STATE AGENCIES	EMPOWERING SERVICES	OTHER: VARIOUS	$980,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20455		
41.		VARIOUS STATE AGENCIES	FOUNDATION FOR POSITIVELY KIDS	OTHER: VARIOUS	$3,000,000	
	Contract Description:	This is a new contract to provide pediatric healthcare, medical clinics, early intervention and home health services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20439		
42.		VARIOUS STATE AGENCIES	FAMILY PERSONAL CARE, LLC	OTHER: VARIOUS	$1,000,000	
	Contract Description:	This is a new contract to provide in-home, non-medical personal care services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20504		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
43.		VARIOUS STATE AGENCIES	FAMILY SUPPORT COUNCIL OF DOUGLAS COUNTY	OTHER: VARIOUS	$20,000,000	
	Contract Description:	This is a new contract to provide services for ensuring the health and welfare of physical and developmentally handicapped individuals statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20542		
44.		VARIOUS STATE AGENCIES	FIREBIRD, LLC	OTHER: VARIOUS	$5,000,000	
	Contract Description:	This is a new contract to provide behavioral health and independent living services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20498		
45.		VARIOUS STATE AGENCIES	FOR A SUCCESSFUL TOMORROW BEHAVIOR TREATMENT AGENCY, LLC	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide behavior management, basic skills training and mentor services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20503		
46.		VARIOUS STATE AGENCIES	GEO REENTRY	OTHER: VARIOUS	$2,500,000	
	Contract Description:	This is a new contract to provide residential reentry services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20505		
47.		VARIOUS STATE AGENCIES	GRANT A GIFT AUTISM FOUNDATION	OTHER: VARIOUS	$150,000	
	Contract Description:	This is a new contract to provide applied behavior analysis and vocational development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20475		
48.		VARIOUS STATE AGENCIES	GRANT A GIFT AUTISM FOUNDATION	OTHER: VARIOUS	$642,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20434		
49.		VARIOUS STATE AGENCIES	HLN PHYSICIANS, INC.	OTHER: VARIOUS	$500,000	
	Contract Description:	This is a new contract to provide psychiatry and psychology services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20438		
50.		VARIOUS STATE AGENCIES	HEALTHY LIFESTYLE RESIDENCE	OTHER: VARIOUS	$500,000	
	Contract Description:	This is a new contract to provide residential group facility services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20534		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
51.		VARIOUS STATE AGENCIES	HELGA L. JEROME	OTHER: VARIOUS	$2,500,000	
	Contract Description:	This is a new contract to provide supported living arrangement services to adults with developmental disabilities statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20547		
52.		VARIOUS STATE AGENCIES	HELIX BEHAVIORAL SERVICES	OTHER: VARIOUS	$2,000,000	
	Contract Description:	This is a new contract to provide behavioral analysis services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20478		
53.		VARIOUS STATE AGENCIES	HIGH SIERRA INDUSTRIES, INCORPORATED	OTHER: VARIOUS	$31,000,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20422		
54.		VARIOUS STATE AGENCIES	HOLDSWORTH, INC.	OTHER: VARIOUS	$65,000,000	
	Contract Description:	This is a new contract to provide residential support for persons with intellectual and developmental disabilities statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20536		
55.		VARIOUS STATE AGENCIES	INDEPENDENT LIFE, LLC	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide independent living services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20477		
56.		VARIOUS STATE AGENCIES	INTEGRATIVE PROVIDER NETWORK, LLC	OTHER: VARIOUS	$1,000,000	
	Contract Description:	This is a new contract to provide behavioral health services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20437		
57.		VARIOUS STATE AGENCIES	IMMEDIATE PERSONAL CARE	OTHER: VARIOUS	$2,000,000	
	Contract Description:	This is a new contract to provide in home health services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20541		
58.		VARIOUS STATE AGENCIES	INFINITE POSSIBILITIES	OTHER: VARIOUS	$143,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 07/30/2018	Contract # 20423		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
59.		VARIOUS STATE AGENCIES	JACQUELINE S. BORGES DBA SIERRA STAR RANCH	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide supportive living services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20451		
60.		VARIOUS STATE AGENCIES	JC FAMILY SERVICES, INC.	OTHER: VARIOUS	$20,000,000	
	Contract Description:	This is a new contract to provide residential support services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20528		
61.		VARIOUS STATE AGENCIES	JOMA, LLC	OTHER: VARIOUS	$98,550	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20399		
62.		VARIOUS STATE AGENCIES	JOURNEYS COMMUNITY SERVICES, INC.	OTHER: VARIOUS	$60,000,000	
	Contract Description:	This is a new contract to provide developmental, residential, supported living and respite services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20447		
63.		VARIOUS STATE AGENCIES	JOREN, LLC	OTHER: VARIOUS	$20,000,000	
	Contract Description:	This is a new contract to provide community based living arrangement services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20539		
64.		VARIOUS STATE AGENCIES	K.E.T. CONSULTING	OTHER: VARIOUS	$940,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20406		
65.		VARIOUS STATE AGENCIES	KATHI AVAMPATO	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide shared living care provider services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20472		
66.		VARIOUS STATE AGENCIES	KELLY GRIM	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide host home care provider services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20500		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
67.		VARIOUS STATE AGENCIES	KEZIAH INTERNATIONAL	OTHER: VARIOUS	$440,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20432		
68.		VARIOUS STATE AGENCIES	L.D. LARSON, PH.D	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20442		
69.		VARIOUS STATE AGENCIES	LANAN PASION	OTHER: VARIOUS	$150,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20401		
70.		VARIOUS STATE AGENCIES	LINDA HOWER	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide respite care services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20470		
71.		VARIOUS STATE AGENCIES	LOVING CARE CORPORATION	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide caregiving and in-home supportive services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20489		
72.		VARIOUS STATE AGENCIES	LOVING HEARTS HELPING HANDS	OTHER: VARIOUS	$500,000	
	Contract Description:	This is a new contract to provide applied behavior analysis and individual therapy services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20533		
73.		VARIOUS STATE AGENCIES	MICHELLE G. PAUL, PH.D.	OTHER: VARIOUS	$1,000,000	CURRENT EMPLOYEE
	Contract Description:	This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement. **RELATES TO ACTION ITEM 6C.**				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20170		
74.		VARIOUS STATE AGENCIES	MIJN CORPORATION	OTHER: VARIOUS	$15,000,000	
	Contract Description:	This is a new contract to provide community-based living arrangements services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20523		
75.		VARIOUS STATE AGENCIES	MOBILE MEDICAL	OTHER: VARIOUS	$15,000,000	
	Contract Description:	This is a new contract to provide advanced practice registered nurse services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20435		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
76.		VARIOUS STATE AGENCIES	MC NEIL'S CLEANING SERVICES, INC.	OTHER: VARIOUS	$1,000,000	
	Contract Description:	This is a new contract to provide janitorial services statewide.				
		Term of Contract:	Upon Approval - 08/31/2022	Contract # 20242		
77.		VARIOUS STATE AGENCIES	MINKABOO, LLC	OTHER: VARIOUS	$4,000,000	
	Contract Description:	This is a new contract to provide community behavioral health services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20476		
78.		VARIOUS STATE AGENCIES	MORE TO LIFE ADULT DAY HEALTH CENTER, LLC	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide senior day care services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20543		
79.		VARIOUS STATE AGENCIES	MT. GRANT GENERAL HOSPITAL	OTHER: VARIOUS	$5,000,000	
	Contract Description:	This is a new contract to provide hospital administration services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20549		
80.		VARIOUS STATE AGENCIES	NUKLEO-SYD, LLC	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide speech language pathology services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20425		
81.		VARIOUS STATE AGENCIES	NANCY MCRIGHT DBA NCM CONSULTING	OTHER: VARIOUS	$240,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20433		
82.		VARIOUS STATE AGENCIES	NEVADA BEST PCA	OTHER: VARIOUS	$2,000,000	
	Contract Description:	This is a new contract to provide home health services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20501		
83.		VARIOUS STATE AGENCIES	NEVADA CARENET, INC.	OTHER: VARIOUS	$2,000,000	
	Contract Description:	This is a new contract to provide in home health services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20540		
84.		VARIOUS STATE AGENCIES	NEVADA SENIOR SERVICES, INC.	OTHER: VARIOUS	$25,000,000	
	Contract Description:	This is a new contract to provide adult daycare services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20508		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
85.		VARIOUS STATE AGENCIES	NEW LIFE ADULT DAY HEALTH CARE CENTER	OTHER: VARIOUS	$10,000,000	
	Contract Description:	This is a new contract to provide adult daycare services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20497		
86.		VARIOUS STATE AGENCIES	PROGRESSUS THERAPY, LLC	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide behavioral analysis, speech pathology, and community- and school-based services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20473		
87.		VARIOUS STATE AGENCIES	PINNACLE COMMUNITY SERVICES, LTD.	OTHER: VARIOUS	$115,000,000	
	Contract Description:	This is a new contract to provide care services for developmentally disabled persons statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20483		
88.		VARIOUS STATE AGENCIES	RIDGE HOUSE, INC.	OTHER: VARIOUS	$16,800,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20518		
89.		VARIOUS STATE AGENCIES	ROBERT STUYVESANT	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide mental health services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20527		
90.		VARIOUS STATE AGENCIES	RONALD CENTRIC, DO	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide psychiatry services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20550		
91.		VARIOUS STATE AGENCIES	SILVER STATE ADULT DAY CARE	OTHER: VARIOUS	$1,000,000	
	Contract Description:	This is a new contract to provide internal medicine and adult day care services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20431		
92.		VARIOUS STATE AGENCIES	SPORT SOCIAL, LLC	OTHER: VARIOUS	$2,500,000	
	Contract Description:	This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20453		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
93.		VARIOUS STATE AGENCIES	SCOTT JULIAN	OTHER: VARIOUS	$150,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20519		
94.		VARIOUS STATE AGENCIES	SEQUEL ALLIANCE FAMILY SERVICES	OTHER: VARIOUS	$500,000	
	Contract Description:	This is a new contract to provide autism treatment, developmental services and individual and family services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20499		
95.		VARIOUS STATE AGENCIES	SETTLE DOWN ABA, INC.	OTHER: VARIOUS	$10,000,000	
	Contract Description:	This is a new contract to provide applied behavioral analysis services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20522		
96.		VARIOUS STATE AGENCIES	SIERRA HOME HEALTH CARE	OTHER: VARIOUS	$2,500,000	
	Contract Description:	This is a new contract to provide personal care agency services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20329		
97.		VARIOUS STATE AGENCIES	SIMPLE BEHAVIOR SOLUTIONS, LLC	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20490		
98.		VARIOUS STATE AGENCIES	SPECIAL EMPLOYMENT SERVICES, INC.	OTHER: VARIOUS	$91,000	
	Contract Description:	This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20397		
99.		VARIOUS STATE AGENCIES	STEPPING STONE ADVOCACY & JOB SUPPORT CORPORATION	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide advocacy and job support services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20465		
100.		VARIOUS STATE AGENCIES	TANDEM THERAPY SERVICES, LLC	OTHER: VARIOUS	$1,000,000	
	Contract Description:	This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20429		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
101.		VARIOUS STATE AGENCIES	TERESITA LU MELCOTON, MD	OTHER: VARIOUS	$500,000	
	Contract Description:	This is a new contract to provide medical-pediatric services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20440		
102.		VARIOUS STATE AGENCIES	TANNERWOOD HOME, LLC	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide respite care services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20544		
103.		VARIOUS STATE AGENCIES	THE CHILDREN'S CABINET	OTHER: VARIOUS	$200,000,000	
	Contract Description:	This is a new contract to provide child and family supportive services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20530		
104.		VARIOUS STATE AGENCIES	THE CONTINUUM	OTHER: VARIOUS	$15,000,000	
	Contract Description:	This is a new contract to provide adult daycare services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20537		
105.		VARIOUS STATE AGENCIES	THE EMBRACING PROJECT	OTHER: VARIOUS	$2,500,000	
	Contract Description:	This is a new contract to provide services to sexually exploited youth statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20506		
106.		VARIOUS STATE AGENCIES	TRANSITION SERVICES, INC.	OTHER: VARIOUS	$50,000,000	
	Contract Description:	This is a new contract to provide jobs and day training services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20507		
107.		VARIOUS STATE AGENCIES	UNITED CEREBRAL PALSY OF NEVADA	OTHER: VARIOUS	$25,000,000	
	Contract Description:	This is a new contract to provide job and day training, day habilitation and employment services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20486		
108.		VARIOUS STATE AGENCIES	VERNA FABELLA-HICKS, PH.D.	OTHER: VARIOUS	$2,000,000	
	Contract Description:	This is a new contract to provide clinical psychology services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20436		
109.		VARIOUS STATE AGENCIES	WESTCARE NEVADA, INC.	OTHER: VARIOUS	$1,500,000	
	Contract Description:	This is a new contract to provide residential, intensive outpatient, and outpatient treatment for substance abuse and mental health issues statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20428		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20492**

		Legal Entity Name:	A Helping Hand Home Health Care, Inc.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**A Helping Hand Home Health Care, Inc.**
Agency Code:	**MSA**	Address:	**3101 W. Charleston Blvd.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89101**
If "No" please explain:	Not Applicable	Contact/Phone:	E. Lamar 702/839-2060
		Vendor No.:	T27012864
		NV Business ID:	NV20051317164

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide home maker, personal care and respite services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    Nevada Corporation

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

    Yes

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 15:25:37 PM
Division Approval	mstewa10	07/05/2018 15:25:40 PM
Department Approval	mstewa10	07/05/2018 15:25:42 PM
Contract Manager Approval	mstewa10	07/05/2018 15:25:44 PM
Budget Analyst Approval	aurruty	07/13/2018 13:24:43 PM
BOE Agenda Approval	lfree1	07/13/2018 15:10:22 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20245**

		Legal Entity Name:	ACCURATE BUILDING MAINTENANCE
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**ACCURATE BUILDING MAINTENANCE**
Agency Code:	**MSA**	Address:	**LLC**
Appropriation Unit:	**9999 - All Categories**		**4435 W SUNSET RD**
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89118-4321**
If "No" please explain:	Not Applicable	Contact/Phone:	Ron Finken 702/220-8180
		Vendor No.:	T81039103
		NV Business ID:	NV19991074849

To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various**

Agency Reference #: 99SWC-S56 GB

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
   Anticipated BOE meeting date 08/2018

   Retroactive? **No**

   If "Yes", please explain

   Not Applicable

3. Termination Date: **08/31/2022**
   Contract term: **4 years and 31 days**

4. Type of contract: **MSA**
   Contract description: **Janitorial Services**

5. Purpose of contract:

   This is a new contract to provide janitorial services statewide.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$1,000,000.00**
   Other basis for payment: As invoiced by the vendor and accepted by the public agency

II. JUSTIFICATION

7. What conditions require that this work be done?

   State buildings need to be cleaned and maintained

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

   This is a specialized 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):

   D&D Elite Property Maintenance Inc
   Mc Neil's Cleaning Services Inc
   Wow Cleaning Corporation

   b. Soliciation Waiver: **Not Applicable**

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

This vendor received the required amount of points to be awarded a contract.

d. Last bid date: 03/01/2018 Anticipated re-bid date: 01/03/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Cheryl Warren, Custodial Supervisor Ph: 775-684-1801

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/21/2018 12:02:40 PM
Division Approval	mstewa10	06/21/2018 12:02:42 PM
Department Approval	mstewa10	06/21/2018 12:02:44 PM
Contract Manager Approval	gburchet	06/29/2018 16:00:12 PM
Budget Analyst Approval	aurruty	07/17/2018 16:07:42 PM
BOE Agenda Approval	lfree1	07/18/2018 17:13:40 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20532**

		Legal Entity Name:	ADL Homecare Inc.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**ADL Homecare Inc.**
Agency Code:	**MSA**	Address:	**5028 Alta Dr.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas , NV 89107**
If "No" please explain:	Not Applicable	Contact/Phone:	David Rees 702/933-9770
		Vendor No.:	T81082985
		NV Business ID:	NV19991477194

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide residential home care services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    Nevada Corporation

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

    Yes

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:30:38 PM
Division Approval	mstewa10	07/10/2018 15:30:41 PM
Department Approval	mstewa10	07/10/2018 15:30:45 PM
Contract Manager Approval	mstewa10	07/10/2018 15:30:47 PM
Budget Analyst Approval	aurruty	07/16/2018 13:39:01 PM
BOE Agenda Approval	lfree1	07/18/2018 16:34:56 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20352**

		Legal Entity Name:	ALPHA PRODUCTIONS TECHNOLOGIES, INC.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**ALPHA PRODUCTIONS TECHNOLOGIES, INC.**
Agency Code:	**MSA**	Address:	**50 FREEPORT BLVD STE 3**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**SPARKS, NV 89431-6254**
If "No" please explain:	Not Applicable	Contact/Phone:	MICHAEL MCMAHON 775/359-4498
		Vendor No.:	T10998700
		NV Business ID:	NV19761005184

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide job and day training services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$5,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    Non-profit Corporation

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

    Yes

17. Not Applicable

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ldeloach	06/25/2018 13:13:07 PM
Division Approval	ldeloach	06/25/2018 13:13:10 PM
Department Approval	ldeloach	06/25/2018 13:13:14 PM
Contract Manager Approval	rmille8	06/25/2018 14:09:16 PM
Budget Analyst Approval	cbrekken	06/26/2018 16:00:33 PM
BOE Agenda Approval	lfree1	07/18/2018 16:38:00 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
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Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20491**

		Legal Entity Name:	AM/PM Personal Care LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**AM/PM Personal Care LLC**
Agency Code:	**MSA**	Address:	**820 Rancho In**
Appropriation Unit:	**9999 - All Categories**		**#40**
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89106**
If "No" please explain:	Not Applicable	Contact/Phone:	Claudia Nunez 702/822-2655
		Vendor No.:	T27036149
		NV Business ID:	NV20111169018

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide personal care and elder care services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    LLC

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

    Yes

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 15:25:06 PM
Division Approval	mstewa10	07/05/2018 15:25:09 PM
Department Approval	mstewa10	07/05/2018 15:25:11 PM
Contract Manager Approval	mstewa10	07/05/2018 15:25:13 PM
Budget Analyst Approval	aurruty	07/13/2018 13:28:08 PM
BOE Agenda Approval	lfree1	07/13/2018 15:09:08 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20332**

		Legal Entity Name:	AMERICAN MEDICAL ALERT CORPORATION
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**AMERICAN MEDICAL ALERT CORPORATION**
Agency Code:	**MSA**	Address:	**3636 33RD ST., STE. 103**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**LONG ISLAND CITY, NY 11106**
If "No" please explain:	Not Applicable	Contact/Phone:	Gina Sicker 888-477-7513
		Vendor No.:	T81026790
		NV Business ID:	NV20031464728

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide personal emergency response and medical alert services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    Nevada Corporation

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

    Yes

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/27/2018 09:00:48 AM
Division Approval	mstewa10	06/27/2018 09:00:51 AM
Department Approval	mstewa10	06/27/2018 09:00:55 AM
Contract Manager Approval	mstewa10	06/27/2018 09:00:57 AM
Budget Analyst Approval	aurruty	07/03/2018 10:24:57 AM
BOE Agenda Approval	lfree1	07/03/2018 17:00:18 PM
BOE Final Approval	Pending	

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20392**

		Legal Entity Name:	ASSISTING INDEPENDENCE, LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**ASSISTING INDEPENDENCE, LLC**
Agency Code:	**MSA**	Address:	**6135 LAKESIDE DR STE 127**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**RENO, NV 89511-8505**
If "No" please explain:	Not Applicable	Contact/Phone:	DANIELLE BOLZ 775/453-1644
		Vendor No.:	T29035427
		NV Business ID:	NV20131387419

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Non-medical Provider**

5. Purpose of contract:

This is a new contract to provide personal care services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    Nevada Corporation

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

    Yes

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ldeloach	06/25/2018 15:35:21 PM
Division Approval	ldeloach	06/25/2018 15:35:24 PM
Department Approval	ldeloach	06/25/2018 15:35:27 PM
Contract Manager Approval	rmille8	06/25/2018 15:38:36 PM
Budget Analyst Approval	aurruty	07/16/2018 17:35:14 PM
BOE Agenda Approval	lfree1	07/17/2018 08:40:24 AM
BOE Final Approval	Pending	

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Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20525**

		Legal Entity Name:	Abraham D. Nocelo, LLC.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Abe's Care Home for Disability**
Agency Code:	**MSA**	Address:	**1266 Skylark St.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Sparks, NV 89434**
If "No" please explain:	Not Applicable	Contact/Phone:	Abraham D. Nocelo 775/233-2112
		Vendor No.:	T27042249
		NV Business ID:	NV20181211675

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide medical support services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    LLC

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

    No b. If "No", please explain:

Vendor name is a DBA of legal entity.

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:19:00 PM
Division Approval	mstewa10	07/10/2018 15:19:02 PM
Department Approval	mstewa10	07/10/2018 15:19:04 PM
Contract Manager Approval	mstewa10	07/10/2018 15:19:06 PM
Budget Analyst Approval	aurruty	07/16/2018 15:28:43 PM
BOE Agenda Approval	lfree1	07/17/2018 08:42:54 AM
BOE Final Approval	Pending	

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Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

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I. DESCRIPTION OF CONTRACT

1. Contract Number: **20496**

		Legal Entity Name:	Advanced Child Behavior Solutions, LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Advanced Child Behavior Solutions, LLC**
Agency Code:	**MSA**	Address:	**2440 Vassar Street**
Appropriation Unit:	**9999 - All Categories**		**Suite 3**
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89502**
If "No" please explain:	Not Applicable	Contact/Phone:	Kenneth MacAleese 775/448-6533
		Vendor No.:	T27025025
		NV Business ID:	NV20061216124

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

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Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

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14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    LLC

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

    Yes

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 13:58:50 PM
Division Approval	mstewa10	07/10/2018 13:58:52 PM
Department Approval	mstewa10	07/10/2018 13:58:54 PM
Contract Manager Approval	mstewa10	07/10/2018 13:58:56 PM
Budget Analyst Approval	aurruty	07/16/2018 16:11:08 PM
BOE Agenda Approval	lfree1	07/18/2018 08:44:03 AM
BOE Final Approval	Pending	

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CONTRACT SUMMARY

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I. DESCRIPTION OF CONTRACT

1. Contract Number: **20482**

		Legal Entity Name:	DD 2000 LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Alert 911 Now**
Agency Code:	**MSA**	Address:	**1066 VEGAS VALLEY DR**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89109-1535**
If "No" please explain:	Not Applicable	Contact/Phone:	702/224-4100
		Vendor No.:	T27035601
		NV Business ID:	NV20081053220

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide personal emergency response services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    LLC

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

    No b. If "No", please explain:

Vendor name is DBA of legal entity.

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 09:21:31 AM
Division Approval	mstewa10	07/05/2018 09:21:33 AM
Department Approval	mstewa10	07/05/2018 09:21:35 AM
Contract Manager Approval	mstewa10	07/05/2018 09:21:38 AM
Budget Analyst Approval	aurruty	07/13/2018 10:04:04 AM
BOE Agenda Approval	lfree1	07/13/2018 16:54:50 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20535**

		Legal Entity Name:	Alert Response Inc.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Alert Nevada**
Agency Code:	**MSA**	Address:	**8565 S. Eastern Ave.**
Appropriation Unit:	**9999 - All Categories**		**Suite 188**
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas , NV 89123**
If "No" please explain:	Not Applicable	Contact/Phone:	Antonio Festa 702/914-2600
		Vendor No.:	T27032903
		NV Business ID:	NV20131171371

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide personal emergency response systems services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    Nevada Corporation

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

    No b. If "No", please explain:

Vendor name is a DBA of legal entity.

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:36:15 PM
Division Approval	mstewa10	07/10/2018 15:36:17 PM
Department Approval	mstewa10	07/10/2018 15:36:19 PM
Contract Manager Approval	mstewa10	07/10/2018 15:36:21 PM
Budget Analyst Approval	aurruty	07/16/2018 14:09:18 PM
BOE Agenda Approval	lfree1	07/18/2018 16:23:58 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

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

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20430**

		Legal Entity Name:	Arabski Psychiatry, PLLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Arabski Psychiatry, PLLC**
Agency Code:	**MSA**	Address:	**2780 S. Jones Blvd. #200-399**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89146**
If "No" please explain:	Not Applicable	Contact/Phone:	Jessica Arabski 347-534-8472
		Vendor No.:	T27042332
		NV Business ID:	NV20181366021

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

Agency Reference #: S107 - RM

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide forensic psychiatry services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$1,000,000.00**

   Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No
   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 14:24:41 PM
Division Approval	mstewa10	07/05/2018 14:24:43 PM
Department Approval	mstewa10	07/05/2018 14:24:46 PM
Contract Manager Approval	mstewa10	07/05/2018 14:24:48 PM
Budget Analyst Approval	aurruty	07/12/2018 16:08:03 PM
BOE Agenda Approval	lfree1	07/13/2018 16:18:46 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
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STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20495**

		Legal Entity Name:	Aspen Care Group, LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Aspen Care Group, LLC**
Agency Code:	**MSA**	Address:	**3482 Alcudia Bay Ave.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas , NV 89141**
If "No" please explain:	Not Applicable	Contact/Phone:	Katrina Calungsud 818/836-4240
		Vendor No.:	T29039328
		NV Business ID:	NV20161649079

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide developmental services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$10,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 15:27:14 PM
Division Approval	mstewa10	07/05/2018 15:27:17 PM
Department Approval	mstewa10	07/05/2018 15:27:22 PM
Contract Manager Approval	mstewa10	07/05/2018 15:27:24 PM
Budget Analyst Approval	aurruty	07/13/2018 13:05:44 PM
BOE Agenda Approval	lfree1	07/13/2018 15:14:22 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
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Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20405**

		Legal Entity Name:	Barbara Young & Associates
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Barbara Young & Associates**
Agency Code:	**MSA**	Address:	**7575 West Washington Ave.**
Appropriation Unit:	**9999 - All Categories**		**Suite 127-354**
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89128**
If "No" please explain:	Not Applicable	Contact/Phone:	Barbara Young 702-413-2931
		Vendor No.:	T27009575
		NV Business ID:	NV20131191185

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various**

Agency Reference #: 99SWC-S165

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Job Development**

5. Purpose of contract:

This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$105,000.00**

   Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

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

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? Yes
   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

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

Yes

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

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/29/2018 08:18:55 AM
Division Approval	mstewa10	06/29/2018 08:18:58 AM
Department Approval	mstewa10	06/29/2018 08:19:00 AM
Contract Manager Approval	mstewa10	06/29/2018 08:19:03 AM
Budget Analyst Approval	aurruty	07/05/2018 11:50:14 AM
BOE Agenda Approval	lfree1	07/12/2018 11:04:16 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20545**

		Legal Entity Name:	Beacon Hope Corporation
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Beacon Hope Corporation**
Agency Code:	**MSA**	Address:	**6298 Mesosphere Ct.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas , NV 89110**
If "No" please explain:	Not Applicable	Contact/Phone:	Restina Angat 702/581-3487
		Vendor No.:	T27042392
		NV Business ID:	NV20181187620

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide residential, behavioral and community based services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    Nevada Corporation

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

    Yes

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 13:47:31 PM
Division Approval	mstewa10	07/10/2018 13:47:35 PM
Department Approval	mstewa10	07/10/2018 13:47:38 PM
Contract Manager Approval	mstewa10	07/10/2018 13:47:40 PM
Budget Analyst Approval	aurruty	07/16/2018 13:17:09 PM
BOE Agenda Approval	lfree1	07/19/2018 13:53:29 PM
BOE Final Approval	Pending	

Brian Sandoval
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Patrick Cates
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Jeffrey Haag
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To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20402**

		Legal Entity Name:	Best Buddies International, Inc.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Best Buddies International, Inc.**
Agency Code:	**MSA**	Address:	**6655 W. Sahara Suite A110**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89146**
If "No" please explain:	Not Applicable	Contact/Phone:	Dominique Ianni 702-822-2268
		Vendor No.:	T27032647
		NV Business ID:	NV20081102062

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various**

Agency Reference #: 99SWC-S165 tb

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Job Development**

5. Purpose of contract:

This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$166,000.00**

   Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

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

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? Yes
   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

DHHS - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Non-profit Corporation

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

Yes

17. Not Applicable

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/29/2018 08:15:28 AM
Division Approval	mstewa10	06/29/2018 08:15:31 AM
Department Approval	mstewa10	06/29/2018 08:15:33 AM
Contract Manager Approval	mstewa10	06/29/2018 08:15:35 AM
Budget Analyst Approval	aurruty	07/05/2018 11:33:58 AM
BOE Agenda Approval	lfree1	07/12/2018 11:37:36 AM
BOE Final Approval	Pending	

Brian Sandoval
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Patrick Cates
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Jeffrey Haag
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STATE OF NEVADA
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To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20471**

		Legal Entity Name:	Betal Home Care Services LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Betal Home Care Services LLC**
Agency Code:	**MSA**	Address:	**7431 Baroque Court**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Sun Valley, NV 89433**
If "No" please explain:	Not Applicable	Contact/Phone:	Betsy Alaribe 775/247-7290
		Vendor No.:	T27035598
		NV Business ID:	NV20141503924

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide home care services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$15,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    LLC

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

    Yes

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 09:11:30 AM
Division Approval	mstewa10	07/05/2018 09:11:32 AM
Department Approval	mstewa10	07/05/2018 09:11:34 AM
Contract Manager Approval	mstewa10	07/05/2018 09:11:37 AM
Budget Analyst Approval	aurruty	07/13/2018 11:35:47 AM
BOE Agenda Approval	lfree1	07/13/2018 14:53:13 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
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MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20398**

		Legal Entity Name:	Budget Watchers
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Budget Watchers**
Agency Code:	**MSA**	Address:	**1201 N Decatur Blvd. Suite 107**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89108**
If "No" please explain:	Not Applicable	Contact/Phone:	Avaunte DuPree 702-834-5200
		Vendor No.:	T32003798
		NV Business ID:	NV20131641157

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various**

Agency Reference #: 99SWC-S165 tb

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

   Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Job Development**

5. Purpose of contract:

   This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$1,000,000.00**

   Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

   The State does not have personnel to provide these services.

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

   There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? Yes

   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

DHHS - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/29/2018 08:17:43 AM
Division Approval	mstewa10	06/29/2018 08:17:46 AM
Department Approval	mstewa10	06/29/2018 08:17:48 AM
Contract Manager Approval	mstewa10	06/29/2018 08:17:51 AM
Budget Analyst Approval	lfree1	07/11/2018 15:30:57 PM
BOE Agenda Approval	lfree1	07/11/2018 15:31:00 PM
BOE Final Approval	Pending	

Brian Sandoval
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CONTRACT SUMMARY

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I. DESCRIPTION OF CONTRACT

1. Contract Number: **20526**

		Legal Entity Name:	C & N Personal Care LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**C & N Personal Care LLC**
Agency Code:	**MSA**	Address:	**6330 McLeod Dr.**
Appropriation Unit:	**9999 - All Categories**		**Suite 3**
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89120**
If "No" please explain:	Not Applicable	Contact/Phone:	Nakeia Funches 702/716-6293
		Vendor No.:	T32005732
		NV Business ID:	NV20151461450

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide in-home care provider services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$5,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    LLC

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

    Yes

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:21:37 PM
Division Approval	mstewa10	07/10/2018 15:21:40 PM
Department Approval	mstewa10	07/10/2018 15:21:43 PM
Contract Manager Approval	mstewa10	07/10/2018 15:21:45 PM
Budget Analyst Approval	aurruty	07/16/2018 16:35:37 PM
BOE Agenda Approval	lfree1	07/18/2018 16:20:45 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20445**

		Legal Entity Name:	CARE SERVICES OF NEVADA, INC.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**CARE SERVICES OF NEVADA, INC.**
Agency Code:	**MSA**	Address:	**987 BIBLE WAY**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**RENO, NV 89502-2122**
If "No" please explain:	Not Applicable	Contact/Phone:	Sylvie Y. Smith 775/284-4855
		Vendor No.:	T29024970
		NV Business ID:	NV20091628280

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide personal care services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$15,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    Non-profit Corporation

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

    Yes

17. Not Applicable

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 09:06:20 AM
Division Approval	mstewa10	07/05/2018 09:06:22 AM
Department Approval	mstewa10	07/05/2018 09:06:24 AM
Contract Manager Approval	mstewa10	07/05/2018 09:06:26 AM
Budget Analyst Approval	aurruty	07/13/2018 13:47:25 PM
BOE Agenda Approval	lfree1	07/13/2018 14:59:40 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
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Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

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From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20604**

		Legal Entity Name:	CARSON VALLEY CHILDREN'S CENTER DBA AUSTIN'S HOUSE
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**CARSON VALLEY CHILDREN'S CENTER DBA AUSTIN'S HOUSE**
Agency Code:	**MSA**	Address:	**3589 N. SUNRIDGE DRIVE**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**CARSON CITY, NV 89705**
If "No" please explain:	Not Applicable	Contact/Phone:	775/267-6711
		Vendor No.:	PUR0005303
		NV Business ID:	NV20031564889

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide emergency shelter services statewide. This contract replaces the previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$5,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    Yes

    See the attached Authorization to Contract form for details.

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    Non-profit Corporation

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

    Yes

17. Not Applicable

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/24/2018 16:18:50 PM
Division Approval	mstewa10	07/24/2018 16:18:53 PM
Department Approval	mstewa10	07/24/2018 16:18:56 PM
Contract Manager Approval	mstewa10	07/24/2018 16:18:59 PM
Budget Analyst Approval	aurruty	07/25/2018 09:28:18 AM
BOE Agenda Approval	nhovden	07/25/2018 09:48:01 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

ROSS E. ARMSTRONG
Administrator

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

MEMORANDUM

TO: Nikki Hovden, Executive Branch Budget Officer II

FROM: Katrina Nielsen – Administrative Services Officer IV
DHHS//DCFS

SUBJECT: Request for Authorization to Contract with a Former Employee

DATE: July 23, 2018

This request is for authorization to contract with a former employee, Marla Morris, who retired from the Division of Child and Family Services on June 15, 2017 and is now employed by Carson Valley Children's Center dba Austin's House as the Executive Director.

Austin's House is a licensed provider of short-term emergency shelter care for children in the care and custody of the Division of Child and Family Services. They have responded to the Purchasing Division's RFQ #99SWC-S167, Behavioral and Community Based Related Services, and a corresponding Master Services Agreement contract has been submitted for the Board of Examiners' approval.

Thank you.

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

Authorization to Contract with a Former Employee

Employee Information	
Former Employee Name:	Marla Morris
Former Employee ID Number:	009404
Former Job Title:	Social Services Chief II
Former Employee Agency:	Division of Child and Family Services
Former Class and Grade:	Class 12.301, Grade 39
Former Employment Dates:	8/19/1986 – 6/15/2017
Contracting Agency:	Division of Child and Family Services

Please check which of the following applies:

☐ Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-l below.

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

a. Summarize scope of contract work.

Carson Valley Children's Center dba Austin's House (contractor) is a licensed provider of short-term Emergency Shelter Care for children in the care and custody of the Division of Child and Family Services.

b. Document former job description.

Ms. Morris, formerly a Social Services Chief, planned, organized and administered comprehensive child welfare programs through the DCFS Family Program's Office.

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?

Not applicable.

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

Not applicable.

e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.
Not applicable.
f. List contractor's hourly rate.
No rate is included for Ms. Morris since she is employed as the Executive Director of Austin's House.
g. List the range of comparable State employee rages.
Not applicable.
h. Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?
Not applicable.
i. Document justification for hiring contractor.
Austin's House is uniquely qualified to provide short-term emergency shelter care services for children. The Division of Child and Family Services has contracted with this vendor since August 2009 and Austin's House has and continues to be an invaluable resource to DCFS.
j. Will the employee be collecting PERS at any time during the contract?
Yes, Ms. Morris is currently collecting PERS contributions.
k. What is the duration of the contract with the former employee? (include start and end date)
If approved, the contract with Austin's House would be effective July 1, 2018 to June 30, 2022 with a possible five (5) one (1) year extensions and will include Ms. Morris for as long as she continues employment with Austin's House.
l. Will the former employee be working FT/PT? If PT how many hours
Full-time.

Comments:

Mandi Davis for Ross Armstrong 7/10/18

Contracting Agency Head's Signature and Date

Budget Analyst Signature and Date

Clerk of the Board of Examiners Signature and 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: **20546**

		Legal Entity Name:	Campbell Center for Autism
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Campbell Center for Autism**
Agency Code:	**MSA**	Address:	**7530 N. Sahara Ae.**
Appropriation Unit:	**9999 - All Categories**		**Suite 104**
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89117**
If "No" please explain:	Not Applicable	Contact/Phone:	Jessica Traylor 702/260-2360
		Vendor No.:	T32003246
		NV Business ID:	NV20141710956

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    LLC

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

    Yes

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 13:50:04 PM
Division Approval	mstewa10	07/10/2018 13:50:06 PM
Department Approval	mstewa10	07/10/2018 13:50:08 PM
Contract Manager Approval	mstewa10	07/10/2018 13:50:10 PM
Budget Analyst Approval	aurruty	07/16/2018 13:22:54 PM
BOE Agenda Approval	lfree1	07/19/2018 13:40:33 PM
BOE Final Approval	Pending	

Brian Sandoval
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Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
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From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20441**

		Legal Entity Name:	Campbell Psychiatry, PLLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Campbell Psychiatry, PLLC**
Agency Code:	**MSA**	Address:	**PO Box 50476**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Henderson, NV 89016**
If "No" please explain:	Not Applicable	Contact/Phone:	Rachel Hope Campbell 760-880-4112
		Vendor No.:	T27042373
		NV Business ID:	NV20181115683

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide psychiatry services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    LLC

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

    Yes

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/03/2018 11:54:37 AM
Division Approval	mstewa10	07/03/2018 11:54:39 AM
Department Approval	mstewa10	07/03/2018 11:54:41 AM
Contract Manager Approval	mstewa10	07/03/2018 11:54:43 AM
Budget Analyst Approval	aurruty	07/12/2018 16:46:45 PM
BOE Agenda Approval	lfree1	07/13/2018 16:40:37 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20400**

		Legal Entity Name:	Carolyn Wood
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Carolyn Wood**
Agency Code:	**MSA**	Address:	**9 Iron Rings Ct**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89135**
If "No" please explain:	Not Applicable	Contact/Phone:	Carolyn Wood 702-569-2921
		Vendor No.:	T29038177
		NV Business ID:	NV20161556676

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various**

Agency Reference #: 99SWC-S165 tb

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Job Development**

5. Purpose of contract:

This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$272,000.00**

   Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

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

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? Yes
   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

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

Yes

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

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/29/2018 08:16:34 AM
Division Approval	mstewa10	06/29/2018 08:16:37 AM
Department Approval	mstewa10	06/29/2018 08:16:40 AM
Contract Manager Approval	mstewa10	06/29/2018 08:16:43 AM
Budget Analyst Approval	aurruty	07/05/2018 11:23:05 AM
BOE Agenda Approval	lfree1	07/12/2018 11:42:36 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20548**

		Legal Entity Name:	Catholic Charities of Southern Nevada
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Catholic Charities of Southern Nevada**
Agency Code:	**MSA**	Address:	**1501 Las Vegas Blvd. North**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89101**
If "No" please explain:	Not Applicable	Contact/Phone:	Jennifer Olsen 702/387-2662
		Vendor No.:	T10059600
		NV Business ID:	NV19451000152

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide elder care services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$50,000,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    Non-profit Corporation

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

    Yes

17. Not Applicable

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 13:54:21 PM
Division Approval	mstewa10	07/10/2018 13:54:23 PM
Department Approval	mstewa10	07/10/2018 13:54:26 PM
Contract Manager Approval	mstewa10	07/10/2018 13:54:28 PM
Budget Analyst Approval	aurruty	07/16/2018 16:23:28 PM
BOE Agenda Approval	lfree1	07/18/2018 08:47:57 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20484**

		Legal Entity Name:	Chrysalis-Nevada, Inc.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Chrysalis-Nevada, Inc.**
Agency Code:	**MSA**	Address:	**1443 West 800 North**
Appropriation Unit:	**9999 - All Categories**		**#103**
Is budget authority available?:	**Yes**	City/State/Zip	**Orem, UT 84057**
If "No" please explain:	Not Applicable	Contact/Phone:	Marc Christensen 801/360-4672
		Vendor No.:	T27006639
		NV Business ID:	NV19991147314

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide residential, behavioral and community based support services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$400,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    Nevada Corporation

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

    Yes

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 15:21:53 PM
Division Approval	mstewa10	07/05/2018 15:21:56 PM
Department Approval	mstewa10	07/05/2018 15:21:58 PM
Contract Manager Approval	mstewa10	07/05/2018 15:22:00 PM
Budget Analyst Approval	aurruty	07/13/2018 13:44:00 PM
BOE Agenda Approval	lfree1	07/13/2018 15:01:35 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
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MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20538**

		Legal Entity Name:	Churchill Council on Alcohol and other drugs
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Churchill Council on Alcohol and other drugs**
Agency Code:	**MSA**	Address:	**dba New Frontier Treatment Ctr**
Appropriation Unit:	**9999 - All Categories**		**1490 Grimes Street**
Is budget authority available?:	**Yes**	City/State/Zip	**Fallon , NV 89406**
If "No" please explain:	Not Applicable	Contact/Phone:	Lana Robards 775/429-1412
		Vendor No.:	T10914301
		NV Business ID:	NV19711002409

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 % various Agencies**	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide behavioral health clinic, residential and detox facility, and transitional housing services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$5,000,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    Non-profit Corporation

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

    Yes

17. Not Applicable

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:40:05 PM
Division Approval	mstewa10	07/10/2018 15:40:07 PM
Department Approval	mstewa10	07/10/2018 15:40:09 PM
Contract Manager Approval	mstewa10	07/10/2018 15:40:11 PM
Budget Analyst Approval	aurruty	07/16/2018 15:52:10 PM
BOE Agenda Approval	lfree1	07/18/2018 08:27:20 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20551**

		Legal Entity Name:	Churchill Council on Alcohol and other drugs
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Churchill Council on Alcohol and other drugs**
Agency Code:	**MSA**	Address:	**New Frontier Treatment Center**
Appropriation Unit:	**9999 - All Categories**		**1490 Grimes Street**
Is budget authority available?:	**Yes**	City/State/Zip	**Fallon, NV 89406**
If "No" please explain:	Not Applicable	Contact/Phone:	Lana Robards 775/423-1412
		Vendor No.:	T10914301
		NV Business ID:	NV19711002409

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide behavioral health clinic, residential and detox facility and transitional housing services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$5,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    Non-profit Corporation

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

    Yes

17. Not Applicable

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 13:43:11 PM
Division Approval	mstewa10	07/10/2018 13:43:14 PM
Department Approval	mstewa10	07/10/2018 13:43:16 PM
Contract Manager Approval	mstewa10	07/10/2018 13:43:18 PM
Budget Analyst Approval	aurruty	07/16/2018 11:23:38 AM
BOE Agenda Approval	lfree1	07/19/2018 14:02:35 PM
BOE Final Approval	Pending	

Brian Sandoval
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Patrick Cates
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Jeffrey Haag
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STATE OF NEVADA
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Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

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From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20502**

		Legal Entity Name:	Covenant of Love UUL Corporation
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Covenant of Love UUL Corporation**
Agency Code:	**MSA**	Address:	**1100 North Martin Luther King Ste C**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89106**
If "No" please explain:	Not Applicable	Contact/Phone:	Charlene White Bynum 702/810-4830
		Vendor No.:	T29020701
		NV Business ID:	NV20061221872

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide housing, supportive living and behavioral health services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    Non-profit Corporation

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

    Yes

17. Not Applicable

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 15:30:49 PM
Division Approval	mstewa10	07/05/2018 15:30:51 PM
Department Approval	mstewa10	07/05/2018 15:30:54 PM
Contract Manager Approval	mstewa10	07/05/2018 15:30:56 PM
Budget Analyst Approval	aurruty	07/16/2018 10:38:08 AM
BOE Agenda Approval	lfree1	07/19/2018 14:25:32 PM
BOE Final Approval	Pending	

Brian Sandoval
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Patrick Cates
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STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
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Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20531**

		Legal Entity Name:	Crossroads Behavior Consultation, LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Crossroads Behavior Consultation, LLC**
Agency Code:	**MSA**	Address:	**P.O. Box 1193**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Elko, NV 89803**
If "No" please explain:	Not Applicable	Contact/Phone:	Stephanie Christensen 775/777-1292
		Vendor No.:	T27037118
		NV Business ID:	NV20091262575

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$3,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:27:58 PM
Division Approval	mstewa10	07/10/2018 15:28:01 PM
Department Approval	mstewa10	07/10/2018 15:28:03 PM
Contract Manager Approval	mstewa10	07/10/2018 15:28:05 PM
Budget Analyst Approval	aurruty	07/16/2018 14:10:49 PM
BOE Agenda Approval	lfree1	07/19/2018 13:58:52 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
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Jeffrey Haag
Administrator

STATE OF NEVADA
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From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20474**

		Legal Entity Name:	DANIEL T MALATESTA
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**DANIEL T MALATESTA**
Agency Code:	**MSA**	Address:	**800 N. RAINBOW BLVD., STE 163**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89107**
If "No" please explain:	Not Applicable	Contact/Phone:	702/869-8692
		Vendor No.:	T81201089
		NV Business ID:	NV20101637709

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    LLC

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

    Yes

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	07/18/2018 10:12:58 AM
Division Approval	jthom17	07/18/2018 10:13:28 AM
Department Approval	jthom17	07/18/2018 10:13:40 AM
Contract Manager Approval	jthom17	07/18/2018 10:13:48 AM
Budget Analyst Approval	aurruty	07/19/2018 11:45:18 AM
BOE Agenda Approval	lfree1	07/19/2018 14:50:31 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20177**

		Legal Entity Name:	DIANE C. MILLER
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**DIANE C. MILLER**
Agency Code:	**MSA**	Address:	**2584 COSIMO CT**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**SPARKS, NV 89434-2134**
If "No" please explain:	Not Applicable	Contact/Phone:	Diane C. Miller 775/313-5190
		Vendor No.:	T27029642
		NV Business ID:	NV20181266580

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**
4. Type of contract: **MSA**
   Contract description: **Medical Providers**
5. Purpose of contract:

This is a new contract to provide audiology services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,000,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

   Was the solicitation (RFP) done by the Purchasing Division? Yes

   a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?
    Yes

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

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:
    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	05/30/2018 15:04:08 PM
Division Approval	mstewa10	05/30/2018 15:04:11 PM
Department Approval	mstewa10	05/30/2018 15:04:13 PM
Contract Manager Approval	mstewa10	05/30/2018 15:04:15 PM
Budget Analyst Approval	lfree1	07/03/2018 16:58:11 PM
BOE Agenda Approval	lfree1	07/03/2018 16:58:13 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20485**

		Legal Entity Name:	Dignified Care, Inc.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Dignified Care, Inc.**
Agency Code:	**MSA**	Address:	**3101 W. Charleston Blvd.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89102**
If "No" please explain:	Not Applicable	Contact/Phone:	E. Lamar 702/822-2600
		Vendor No.:	T27020365
		NV Business ID:	NV20061809501

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide home maker services, personal care services and respite services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    Nevada Corporation

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

    Yes

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 15:22:31 PM
Division Approval	mstewa10	07/05/2018 15:22:34 PM
Department Approval	mstewa10	07/05/2018 15:22:36 PM
Contract Manager Approval	mstewa10	07/05/2018 15:22:38 PM
Budget Analyst Approval	aurruty	07/13/2018 13:39:54 PM
BOE Agenda Approval	lfree1	07/13/2018 15:03:31 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20529**

		Legal Entity Name:	Disability Resources, Inc
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Disability Resources, Inc**
Agency Code:	**MSA**	Address:	**50 E. Greg Street**
Appropriation Unit:	**9999 - All Categories**		**Suite 102**
Is budget authority available?:	**Yes**	City/State/Zip	**Sparks, NV 89431**
If "No" please explain:	Not Applicable	Contact/Phone:	Vivian Ruiz 775/329-1126
		Vendor No.:	T80976219
		NV Business ID:	NV19931075724

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide mental health and supportive services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$25,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    Non-profit Corporation

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

    Yes

17. Not Applicable

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:25:08 PM
Division Approval	mstewa10	07/10/2018 15:25:10 PM
Department Approval	mstewa10	07/10/2018 15:25:13 PM
Contract Manager Approval	mstewa10	07/10/2018 15:25:15 PM
Budget Analyst Approval	aurruty	07/16/2018 11:10:26 AM
BOE Agenda Approval	lfree1	07/19/2018 14:06:55 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20480**

		Legal Entity Name:	Driving to Independence
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Driving to Independence**
Agency Code:	**MSA**	Address:	**1414 W. Broadway Road**
Appropriation Unit:	**9999 - All Categories**		**Suite 111**
Is budget authority available?:	**Yes**	City/State/Zip	**Tempe, AZ 85282**
If "No" please explain:	Not Applicable	Contact/Phone:	Jenny Nordine 480-449-3331
		Vendor No.:	T32006384
		NV Business ID:	NV20181117880

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide driver rehabilitation services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2018

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    LLC

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

    Yes

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

    Yes

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

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 09:20:08 AM
Division Approval	mstewa10	07/05/2018 09:20:11 AM
Department Approval	mstewa10	07/05/2018 09:20:13 AM
Contract Manager Approval	mstewa10	07/05/2018 09:20:15 AM
Budget Analyst Approval	aurruty	07/13/2018 09:41:53 AM
BOE Agenda Approval	lfree1	07/13/2018 16:56:08 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20493**

		Legal Entity Name:	Dungarvin Nevada LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Dungarvin Nevada LLC**
Agency Code:	**MSA**	Address:	**3325 West Craig Rd.**
Appropriation Unit:	**9999 - All Categories**		**Suite A**
Is budget authority available?:	**Yes**	City/State/Zip	**North Las Vegas, NV 89032**
If "No" please explain:	Not Applicable	Contact/Phone:	Patrick Brendle 702/222-2243
		Vendor No.:	T29010310
		NV Business ID:	NV20061225995

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide residential, supported living and day services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

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

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

    LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 15:26:13 PM
Division Approval	mstewa10	07/05/2018 15:26:15 PM
Department Approval	mstewa10	07/05/2018 15:26:17 PM
Contract Manager Approval	mstewa10	07/05/2018 15:26:19 PM
Budget Analyst Approval	aurruty	07/13/2018 13:18:43 PM
BOE Agenda Approval	lfree1	07/13/2018 15:13:09 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20479**

		Legal Entity Name:	THERESA FOGAL
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**EAGLES NEST**
Agency Code:	**MSA**	Address:	**4310 TORO CT**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**RENO, NV 89502-6426**
If "No" please explain:	Not Applicable	Contact/Phone:	775/852-1078
		Vendor No.:	T27021393
		NV Business ID:	NV20131309978

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agenices**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide host home provider services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

    No b. If "No", please explain:

Vendor name is DBA of legal entity.

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 09:22:16 AM
Division Approval	mstewa10	07/05/2018 09:22:18 AM
Department Approval	mstewa10	07/05/2018 09:22:20 AM
Contract Manager Approval	mstewa10	07/05/2018 09:22:24 AM
Budget Analyst Approval	aurruty	07/13/2018 09:58:41 AM
BOE Agenda Approval	lfree1	07/16/2018 08:58:03 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
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Jeffrey Haag
Administrator

STATE OF NEVADA
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Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20426**

		Legal Entity Name:	Easter Seals Nevada
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Easter Seals Nevada**
Agency Code:	**MSA**	Address:	**7281 W. Charleston**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89117**
If "No" please explain:	Not Applicable	Contact/Phone:	Amanda Shipp 702-870-7050
		Vendor No.:	PUR0005112
		NV Business ID:	NV19761001232

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various**

Agency Reference #: 99SWC-S165 tb

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Job Development**

5. Purpose of contract:

This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$98,000,000.00**

   Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? Yes
   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DHHS - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 08:56:28 AM
Division Approval	mstewa10	07/05/2018 08:56:30 AM
Department Approval	mstewa10	07/05/2018 08:56:32 AM
Contract Manager Approval	mstewa10	07/05/2018 08:56:35 AM
Budget Analyst Approval	aurruty	07/12/2018 13:12:25 PM
BOE Agenda Approval	lfree1	07/13/2018 11:59:00 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
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Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20427**

		Legal Entity Name:	Cassandra Nicole Jones Barcelo
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Empower Us**
Agency Code:	**MSA**	Address:	**3705 Brittlewood Ave.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89120**
If "No" please explain:	Not Applicable	Contact/Phone:	Cassandra Barcelo 702-371-6646
		Vendor No.:	T27040101
		NV Business ID:	NV20161291526

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various**

Agency Reference #: 99SW-S165 tb

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Job Development**

5. Purpose of contract:

This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$150,000.00**

   Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency

II. JUSTIFICATION

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? Yes
   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

Vendor name is a DBA of the legal entity.

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 08:57:07 AM
Division Approval	mstewa10	07/05/2018 08:57:09 AM
Department Approval	mstewa10	07/05/2018 08:57:12 AM
Contract Manager Approval	mstewa10	07/05/2018 08:57:14 AM
Budget Analyst Approval	aurruty	07/12/2018 11:35:09 AM
BOE Agenda Approval	lfree1	07/13/2018 10:46:02 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
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MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20455**

		Legal Entity Name:	Jennifer Maxey
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Empowering Services**
Agency Code:	**MSA**	Address:	**556 Duran Street**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Henderson, NV 89015**
If "No" please explain:	Not Applicable	Contact/Phone:	Jennifer Maxey 702-540-0753
		Vendor No.:	T29033086
		NV Business ID:	NV20131244777

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various**

Agency Reference #: 99SWC-S165

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

   Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Job Development**

5. Purpose of contract:

   This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$980,000.00**

   Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

   The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

   There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? Yes
   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

Vendor name is a DBA of the legal entity

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/09/2018 11:59:14 AM
Division Approval	mstewa10	07/09/2018 11:59:23 AM
Department Approval	mstewa10	07/09/2018 11:59:26 AM
Contract Manager Approval	mstewa10	07/09/2018 11:59:28 AM
Budget Analyst Approval	aurruty	07/12/2018 14:53:56 PM
BOE Agenda Approval	lfree1	07/13/2018 16:07:12 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

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STATE OF NEVADA
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Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20439**

		Legal Entity Name:	Foundation for Positively Kids, a Nonprofit Corporation
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**FOUNDATION FOR POSITIVELY KIDS**
Agency Code:	**MSA**	Address:	**2480 E. TOMPKINS AVE.**
Appropriation Unit:	**9999 - All Categories**		**SUITE 222**
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89121**
If "No" please explain:	Not Applicable	Contact/Phone:	Yvonne Moore 702/262-0037
		Vendor No.:	T29005746A
		NV Business ID:	NV19991199570

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide pediatric healthcare, medical clinics, early intervention and home health services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$3,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    No b. If "No", please explain:

dba Positively Kids Family Clinic

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/03/2018 11:53:25 AM
Division Approval	mstewa10	07/03/2018 11:53:27 AM
Department Approval	mstewa10	07/03/2018 11:53:29 AM
Contract Manager Approval	mstewa10	07/03/2018 11:53:32 AM
Budget Analyst Approval	aurruty	07/12/2018 16:31:05 PM
BOE Agenda Approval	lfree1	07/13/2018 16:13:03 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20504**

		Legal Entity Name:	Family Personal Care, LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Family Personal Care, LLC**
Agency Code:	**MSA**	Address:	**4550 West Oakey Blvd.**
Appropriation Unit:	**9999 - All Categories**		**Suite 108-A**
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89102**
If "No" please explain:	Not Applicable	Contact/Phone:	Juan Avila 702/906-1999
		Vendor No.:	T27041452
		NV Business ID:	NV20111669090

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide in-home, non medical personal care services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 15:32:01 PM
Division Approval	mstewa10	07/05/2018 15:32:03 PM
Department Approval	mstewa10	07/05/2018 15:32:06 PM
Contract Manager Approval	mstewa10	07/05/2018 15:32:08 PM
Budget Analyst Approval	aurruty	07/13/2018 13:51:19 PM
BOE Agenda Approval	lfree1	07/13/2018 14:56:49 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
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Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
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Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20542**

		Legal Entity Name:	Family Support Council of Douglas County
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Family Support Council of Douglas County**
Agency Code:	**MSA**	Address:	**1255 Waterloo Lane**
Appropriation Unit:	**9999 - All Categories**		**Suite A**
Is budget authority available?:	**Yes**	City/State/Zip	**Gardnerville, NV 89410**
If "No" please explain:	Not Applicable	Contact/Phone:	Steve Decker 775/782-8692
		Vendor No.:	T80904539
		NV Business ID:	NV19821006005

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide services for ensuring the health and welfare of physical and developmentally handicapped individuals statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$20,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:49:48 PM
Division Approval	mstewa10	07/10/2018 15:49:50 PM
Department Approval	mstewa10	07/10/2018 15:49:52 PM
Contract Manager Approval	mstewa10	07/10/2018 15:49:54 PM
Budget Analyst Approval	aurruty	07/16/2018 16:52:05 PM
BOE Agenda Approval	lfree1	07/18/2018 08:42:37 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
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Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
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Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20498**

		Legal Entity Name:	Firebird, LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Firebird, LLC**
Agency Code:	**MSA**	Address:	**601 S. 10th Street**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89101**
If "No" please explain:	Not Applicable	Contact/Phone:	Phung Jefferson 702/401-3632
		Vendor No.:	T27035342
		NV Business ID:	NV20111626816

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide behavioral health and independent living services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$5,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 15:28:20 PM
Division Approval	mstewa10	07/05/2018 15:28:24 PM
Department Approval	mstewa10	07/05/2018 15:28:26 PM
Contract Manager Approval	mstewa10	07/05/2018 15:28:29 PM
Budget Analyst Approval	aurruty	07/13/2018 11:34:32 AM
BOE Agenda Approval	lfree1	07/13/2018 14:43:16 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

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STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
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Date: June 11, 2018
Subject: Retroactive Memo

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Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20503**

		Legal Entity Name:	For a Successful Tomorrow Behavior Treatment Agency LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**For a Successful Tomorrow Behavior Treatment Agency LLC**
Agency Code:	**MSA**	Address:	**213 N. Lamb Blvd.**
Appropriation Unit:	**9999 - All Categories**		**Unit F**
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89110**
If "No" please explain:	Not Applicable	Contact/Phone:	Fitzroy D. Winters 702/772-9109
		Vendor No.:	T27035324
		NV Business ID:	NV20131207488

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide behavior management, basic skills training and mentor services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 15:31:22 PM
Division Approval	mstewa10	07/05/2018 15:31:24 PM
Department Approval	mstewa10	07/05/2018 15:31:27 PM
Contract Manager Approval	mstewa10	07/05/2018 15:31:29 PM
Budget Analyst Approval	aurruty	07/19/2018 11:35:02 AM
BOE Agenda Approval	lfree1	07/19/2018 14:38:58 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20505**

		Legal Entity Name:	GEO Reentry
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**GEO Reentry**
Agency Code:	**MSA**	Address:	**621 NW 53rd St.**
Appropriation Unit:	**9999 - All Categories**		**Suite 700**
Is budget authority available?:	**Yes**	City/State/Zip	**Boca Raton, FL 33487**
If "No" please explain:	Not Applicable	Contact/Phone:	Derrick D. Schofield 561/893-0101
		Vendor No.:	T27042372
		NV Business ID:	NV20151236580

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide residential reentry services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 15:32:40 PM
Division Approval	mstewa10	07/05/2018 15:32:43 PM
Department Approval	mstewa10	07/05/2018 15:32:45 PM
Contract Manager Approval	mstewa10	07/05/2018 15:32:48 PM
Budget Analyst Approval	aurruty	07/13/2018 13:54:48 PM
BOE Agenda Approval	lfree1	07/13/2018 14:51:39 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20475**

		Legal Entity Name:	Grant A Gift Autism Foundation
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Grant A Gift Autism Foundation**
Agency Code:	**MSA**	Address:	**630 S. RANCHO DR., STE. D**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89106**
If "No" please explain:	Not Applicable	Contact/Phone:	Desirae Wingerter 702/564-3453
		Vendor No.:	T29031962
		NV Business ID:	NV20091016219

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide applied behavior analysis and vocational development services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$150,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 09:14:27 AM
Division Approval	mstewa10	07/05/2018 09:14:30 AM
Department Approval	mstewa10	07/05/2018 09:14:32 AM
Contract Manager Approval	mstewa10	07/05/2018 09:14:35 AM
Budget Analyst Approval	aurruty	07/13/2018 11:11:33 AM
BOE Agenda Approval	lfree1	07/13/2018 14:31:20 PM
BOE Final Approval	Pending	

Brian Sandoval
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Patrick Cates
Director

Jeffrey Haag
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STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
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Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20434**

		Legal Entity Name:	Grant a Gift Autism Foundation
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Grant a Gift Autism Foundation**
Agency Code:	**MSA**	Address:	**630 S Rancho Dr. Ste. D**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89106**
If "No" please explain:	Not Applicable	Contact/Phone:	Desirae Wingerter 702-564-2453
		Vendor No.:	T29031962
		NV Business ID:	NV20091016219

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various**

Agency Reference #: 99SWC-S165 tb

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Job Development**

5. Purpose of contract:

This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$642,000.00**

   Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? Yes
   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DHHS - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 09:02:04 AM
Division Approval	mstewa10	07/05/2018 09:02:06 AM
Department Approval	mstewa10	07/05/2018 09:02:09 AM
Contract Manager Approval	mstewa10	07/05/2018 09:02:11 AM
Budget Analyst Approval	aurruty	07/12/2018 11:17:36 AM
BOE Agenda Approval	lfree1	07/13/2018 11:44:25 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20438**

		Legal Entity Name:	HLN PHYSICIANS, INC.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**HLN PHYSICIANS, INC.**
Agency Code:	**MSA**	Address:	**155 CADILLAC DR STE 110**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**SACRAMENTO, CA 95825-5403**
If "No" please explain:	Not Applicable	Contact/Phone:	Nancy Vartanian 916/669-1200
		Vendor No.:	T29038799
		NV Business ID:	NV20171158747

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide psychiatry and psychology services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/03/2018 11:52:48 AM
Division Approval	mstewa10	07/03/2018 11:52:50 AM
Department Approval	mstewa10	07/03/2018 11:52:53 AM
Contract Manager Approval	mstewa10	07/03/2018 11:52:55 AM
Budget Analyst Approval	aurruty	07/12/2018 15:38:52 PM
BOE Agenda Approval	lfree1	07/13/2018 16:05:01 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20534**

		Legal Entity Name:	Healthy Lifestyle Residence
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Healthy Lifestyle Residence**
Agency Code:	**MSA**	Address:	**3990 Lakeside Drive**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89509**
If "No" please explain:	Not Applicable	Contact/Phone:	Gregory Amundson 775/828-5151
		Vendor No.:	T32005136
		NV Business ID:	NV20081566774

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide residential group facility services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:34:44 PM
Division Approval	mstewa10	07/10/2018 15:34:46 PM
Department Approval	mstewa10	07/10/2018 15:34:48 PM
Contract Manager Approval	mstewa10	07/10/2018 15:34:50 PM
Budget Analyst Approval	aurruty	07/16/2018 13:27:22 PM
BOE Agenda Approval	lfree1	07/18/2018 16:36:18 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20547**

		Legal Entity Name:	Helga L. Jerome
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Helga L. Jerome**
Agency Code:	**MSA**	Address:	**1100 Bridlewood Path**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89509**
If "No" please explain:	Not Applicable	Contact/Phone:	Helga L. Jerome 775/348-7155
		Vendor No.:	T81099871
		NV Business ID:	NV20151423078

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide supported living arrangement services to adults with developmental disabilities statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?
    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?
    Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:
    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 13:52:35 PM
Division Approval	mstewa10	07/10/2018 13:52:47 PM
Department Approval	mstewa10	07/10/2018 13:52:49 PM
Contract Manager Approval	mstewa10	07/10/2018 13:52:52 PM
Budget Analyst Approval	aurruty	07/16/2018 16:31:41 PM
BOE Agenda Approval	lfree1	07/18/2018 08:49:59 AM
BOE Final Approval	Pending	

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Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20478**

		Legal Entity Name:	Helix Behavioral Services
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Helix Behavioral Services**
Agency Code:	**MSA**	Address:	**2450 Seneca Dr.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89506**
If "No" please explain:	Not Applicable	Contact/Phone:	Anya Killingsworth 209/505-0634
		Vendor No.:	T29039740
		NV Business ID:	NV20171008801

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide behavioral analysis services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 09:16:13 AM
Division Approval	mstewa10	07/05/2018 09:16:15 AM
Department Approval	mstewa10	07/05/2018 09:16:17 AM
Contract Manager Approval	mstewa10	07/05/2018 09:16:20 AM
Budget Analyst Approval	aurruty	07/13/2018 11:25:45 AM
BOE Agenda Approval	lfree1	07/13/2018 14:10:54 PM
BOE Final Approval	Pending	

Brian Sandoval
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Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20422**

		Legal Entity Name:	High Sierra Industries, Incorporated
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**High Sierra Industries, Incorporated**
Agency Code:	**MSA**	Address:	**555 Reactor Way**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89502**
If "No" please explain:	Not Applicable	Contact/Phone:	LaVonne Brooks 775-829-7400
		Vendor No.:	T80830900
		NV Business ID:	NV19761007354

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various**

Agency Reference #: 99SWC-S165

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

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3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Job Development**

5. Purpose of contract:

This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$31,000,000.00**

   Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? Yes
   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

    Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    DHHS - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 08:52:59 AM
Division Approval	mstewa10	07/05/2018 08:53:06 AM
Department Approval	mstewa10	07/05/2018 08:53:09 AM
Contract Manager Approval	mstewa10	07/05/2018 08:53:11 AM
Budget Analyst Approval	aurruty	07/12/2018 14:50:18 PM
BOE Agenda Approval	lfree1	07/13/2018 16:38:26 PM
BOE Final Approval	Pending	

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CONTRACT SUMMARY

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I. DESCRIPTION OF CONTRACT

1. Contract Number: **20536**

		Legal Entity Name:	Holdsworth, Inc.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Holdsworth, Inc.**
Agency Code:	**MSA**	Address:	**4330 W. Cheyenne Ave.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**North Las Vegas, NV 89032**
If "No" please explain:	Not Applicable	Contact/Phone:	Mary Morgan-Thompson 702/364-0211
		Vendor No.:	T80976181
		NV Business ID:	NV19931096364

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

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3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide residential support for persons with intellectual and developmental disabilities statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$65,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:37:41 PM
Division Approval	mstewa10	07/10/2018 15:37:43 PM
Department Approval	mstewa10	07/10/2018 15:37:45 PM
Contract Manager Approval	mstewa10	07/10/2018 15:37:48 PM
Budget Analyst Approval	aurruty	07/16/2018 14:03:34 PM
BOE Agenda Approval	lfree1	07/18/2018 16:33:42 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20477**

		Legal Entity Name:	INDEPENDENT LIFE, LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**INDEPENDENT LIFE, LLC**
Agency Code:	**MSA**	Address:	**4955 S DURANGO DR STE 124**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89113-1054**
If "No" please explain:	Not Applicable	Contact/Phone:	Zlata Zujic 702/871-2273
		Vendor No.:	T29035401
		NV Business ID:	NV20131222741

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide independent living services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2018

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 09:15:31 AM
Division Approval	mstewa10	07/05/2018 09:15:33 AM
Department Approval	mstewa10	07/05/2018 09:15:35 AM
Contract Manager Approval	mstewa10	07/05/2018 09:15:38 AM
Budget Analyst Approval	aurruty	07/13/2018 11:22:02 AM
BOE Agenda Approval	lfree1	07/13/2018 14:12:23 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20437**

		Legal Entity Name:	INTEGRATIVE PROVIDER NETWORK LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**INTEGRATIVE PROVIDER NETWORK LLC**
Agency Code:	**MSA**	Address:	**1280 TERMINAL WAY**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**RENO, NV 89502**
If "No" please explain:	Not Applicable	Contact/Phone:	775/203-6659
		Vendor No.:	T29036996
		NV Business ID:	NV20171551535

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide behavioral health services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/03/2018 11:51:25 AM
Division Approval	mstewa10	07/03/2018 11:51:28 AM
Department Approval	mstewa10	07/03/2018 11:51:30 AM
Contract Manager Approval	mstewa10	07/03/2018 11:51:32 AM
Budget Analyst Approval	aurruty	07/12/2018 15:44:43 PM
BOE Agenda Approval	lfree1	07/13/2018 11:31:27 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20541**

		Legal Entity Name:	Immediate Personal Care
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Immediate Personal Care**
Agency Code:	**MSA**	Address:	**2820 W. Charleston Blvd.**
Appropriation Unit:	**9999 - All Categories**		**Suite 8**
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89101**
If "No" please explain:	Not Applicable	Contact/Phone:	Steve Ulofoshio 702/586-7431
		Vendor No.:	T27040990
		NV Business ID:	NV20141527470

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide in home health services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:48:11 PM
Division Approval	mstewa10	07/10/2018 15:48:13 PM
Department Approval	mstewa10	07/10/2018 15:48:15 PM
Contract Manager Approval	mstewa10	07/10/2018 15:48:17 PM
Budget Analyst Approval	aurruty	07/16/2018 15:57:54 PM
BOE Agenda Approval	lfree1	07/18/2018 08:40:49 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20423**

		Legal Entity Name:	Christina Waite
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Infinite Possibilities**
Agency Code:	**MSA**	Address:	**7556 Violet Vista Unit 101**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89130**
If "No" please explain:	Not Applicable	Contact/Phone:	Christina Waite 702-462-0178
		Vendor No.:	T32005666
		NV Business ID:	NV20171614592

To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various**

Agency Reference #: 99SWC-S165 tb

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **07/30/2018**
   Contract term: **29 days**

4. Type of contract: **MSA**
   Contract description: **Job Development**

5. Purpose of contract:

This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$143,000.00**

   Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? Yes

   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

Contractor name is a DBA of the legal entity.

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 08:55:51 AM
Division Approval	mstewa10	07/05/2018 08:55:54 AM
Department Approval	mstewa10	07/05/2018 08:55:56 AM
Contract Manager Approval	mstewa10	07/05/2018 08:55:59 AM
Budget Analyst Approval	aurruty	07/12/2018 14:46:46 PM
BOE Agenda Approval	lfree1	07/13/2018 16:39:30 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20451**

		Legal Entity Name:	JACQUELINE S BORGES
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**JACQUELINE S BORGES DBA SIERRA STAR RANCH**
Agency Code:	**MSA**	Address:	**10350 THOMAS CREEK RD**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**RENO, NV 89511-5449**
If "No" please explain:	Not Applicable	Contact/Phone:	Jacqueline S. Borges 775/853-5508
		Vendor No.:	T29021398
		NV Business ID:	NV20161306952

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide supportive living services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

    No b. If "No", please explain:

Vendor name is a DBA of the legal entity.

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 09:07:29 AM
Division Approval	mstewa10	07/05/2018 09:07:31 AM
Department Approval	mstewa10	07/05/2018 09:07:33 AM
Contract Manager Approval	mstewa10	07/05/2018 09:07:35 AM
Budget Analyst Approval	aurruty	07/12/2018 17:14:50 PM
BOE Agenda Approval	lfree1	07/13/2018 16:17:22 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20528**

		Legal Entity Name:	JC Family Services, Inc.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**JC Family Services, Inc.**
Agency Code:	**MSA**	Address:	**1575 Delucchi Lane**
Appropriation Unit:	**9999 - All Categories**		**#220**
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89502**
If "No" please explain:	Not Applicable	Contact/Phone:	Chandra Williams 775/825-7500
		Vendor No.:	T29029415
		NV Business ID:	NV20131313957

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide residential support services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$20,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:24:00 PM
Division Approval	mstewa10	07/10/2018 15:24:02 PM
Department Approval	mstewa10	07/10/2018 15:24:04 PM
Contract Manager Approval	mstewa10	07/10/2018 15:24:07 PM
Budget Analyst Approval	aurruty	07/16/2018 11:01:07 AM
BOE Agenda Approval	lfree1	07/19/2018 14:22:53 PM
BOE Final Approval	Pending	

Brian Sandoval
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Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20399**

		Legal Entity Name:	JOMA LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**JOMA LLC**
Agency Code:	**MSA**	Address:	**2316 Ashwell Court**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**North Las Vegas, NV 89032**
If "No" please explain:	Not Applicable	Contact/Phone:	Anthony M. Williams 702-830-6949
		Vendor No.:	T27041190
		NV Business ID:	NV20161539589

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various**

Agency Reference #: 99SWC-S165 tb

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Job Development**

5. Purpose of contract:

This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$98,550.00**

   Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? Yes
   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/29/2018 08:17:07 AM
Division Approval	mstewa10	06/29/2018 08:17:10 AM
Department Approval	mstewa10	06/29/2018 08:17:12 AM
Contract Manager Approval	mstewa10	06/29/2018 08:17:14 AM
Budget Analyst Approval	aurruty	07/05/2018 10:30:07 AM
BOE Agenda Approval	lfree1	07/12/2018 11:44:04 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
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Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

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I. DESCRIPTION OF CONTRACT

1. Contract Number: **20447**

		Legal Entity Name:	JOURNEYS COMMUNITY SERVICES, INC.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**JOURNEYS COMMUNITY SERVICES, INC.**
Agency Code:	**MSA**	Address:	**401 N BUFFALO DR STE 210**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89145**
If "No" please explain:	Not Applicable	Contact/Phone:	Barbara Keefer 702/527-7661
		Vendor No.:	T29023658
		NV Business ID:	NV20091096241

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide developmental, residential, supported living and respite services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$60,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 09:06:55 AM
Division Approval	mstewa10	07/05/2018 09:06:57 AM
Department Approval	mstewa10	07/05/2018 09:07:00 AM
Contract Manager Approval	mstewa10	07/05/2018 09:07:02 AM
Budget Analyst Approval	aurruty	07/13/2018 10:10:44 AM
BOE Agenda Approval	lfree1	07/13/2018 16:49:21 PM
BOE Final Approval	Pending	

Brian Sandoval
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CONTRACT SUMMARY

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I. DESCRIPTION OF CONTRACT

1. Contract Number: **20539**

		Legal Entity Name:	Joren LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Joren LLC**
Agency Code:	**MSA**	Address:	**6674 Weather View Drive**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89110**
If "No" please explain:	Not Applicable	Contact/Phone:	Thelma Balingit 702/461-6969
		Vendor No.:	T29037271
		NV Business ID:	NV20121511472

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide community based living arrangement services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$20,000,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work program with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:43:43 PM
Division Approval	mstewa10	07/10/2018 15:43:45 PM
Department Approval	mstewa10	07/10/2018 15:43:50 PM
Contract Manager Approval	mstewa10	07/10/2018 15:43:52 PM
Budget Analyst Approval	aurruty	07/16/2018 15:45:08 PM
BOE Agenda Approval	lfree1	07/18/2018 08:25:32 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20406**

		Legal Entity Name:	K.E.T. Consulting
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**K.E.T. Consulting**
Agency Code:	**MSA**	Address:	**9491 Descending Creek St.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89123**
If "No" please explain:	Not Applicable	Contact/Phone:	Kascia Tognoli 702-378-7609
		Vendor No.:	T29034640
		NV Business ID:	NV20151393214

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various**

Agency Reference #: 99SWC-S165 tb

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Job Development**

5. Purpose of contract:

This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$940,000.00**

   Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? Yes
   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/29/2018 08:14:17 AM
Division Approval	mstewa10	06/29/2018 08:14:20 AM
Department Approval	mstewa10	06/29/2018 08:14:22 AM
Contract Manager Approval	mstewa10	06/29/2018 08:14:24 AM
Budget Analyst Approval	aurruty	07/03/2018 17:39:03 PM
BOE Agenda Approval	lfree1	07/12/2018 11:48:59 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20472**

		Legal Entity Name:	Kathi Avampato
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Kathi Avampato**
Agency Code:	**MSA**	Address:	**11805 Overland Road**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89506**
If "No" please explain:	Not Applicable	Contact/Phone:	Kathi Avampato 775/378-4901
		Vendor No.:	T81025367
		NV Business ID:	NV20161325193

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide shared living care provider services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?
    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?
    Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:
    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 09:12:37 AM
Division Approval	mstewa10	07/05/2018 09:12:39 AM
Department Approval	mstewa10	07/05/2018 09:12:41 AM
Contract Manager Approval	mstewa10	07/05/2018 09:12:43 AM
Budget Analyst Approval	aurruty	07/13/2018 11:05:36 AM
BOE Agenda Approval	lfree1	07/13/2018 14:40:32 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
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Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20500**

		Legal Entity Name:	Kelly Grim
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Kelly Grim**
Agency Code:	**MSA**	Address:	**2277 Sunrise Drive**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89509**
If "No" please explain:	Not Applicable	Contact/Phone:	Kelly Grim 775/287-6029
		Vendor No.:	T29002747
		NV Business ID:	NV20161355598

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide host home care provider services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?
    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?
    Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:
    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 15:29:31 PM
Division Approval	mstewa10	07/05/2018 15:29:33 PM
Department Approval	mstewa10	07/05/2018 15:29:36 PM
Contract Manager Approval	mstewa10	07/05/2018 15:29:38 PM
Budget Analyst Approval	aurruty	07/13/2018 11:40:42 AM
BOE Agenda Approval	lfree1	07/13/2018 14:33:03 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
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Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20432**

		Legal Entity Name:	Heidi Lynn Teeter
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Keziah International**
Agency Code:	**MSA**	Address:	**937 Julia Lane**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Fernley, NV 89408**
If "No" please explain:	Not Applicable	Contact/Phone:	Heidi Lynn Teeter 775-980-5627
		Vendor No.:	T29036804
		NV Business ID:	NV20151152911

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various**

Agency Reference #: 99SWC-S165 tb

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Job Development**

5. Purpose of contract:

This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$440,000.00**

   Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency

II. JUSTIFICATION

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? Yes
   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

Vendor name is a DBA of the legal entity.

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 08:57:55 AM
Division Approval	mstewa10	07/05/2018 08:57:57 AM
Department Approval	mstewa10	07/05/2018 08:58:00 AM
Contract Manager Approval	mstewa10	07/05/2018 08:58:02 AM
Budget Analyst Approval	aurruty	07/12/2018 11:30:17 AM
BOE Agenda Approval	lfree1	07/13/2018 10:48:29 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20442**

		Legal Entity Name:	LYNN DALE LARSON
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**L.D. LARSON, Ph.D**
Agency Code:	**MSA**	Address:	**6655 W SAHARA AVE STE B200**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89146-2832**
If "No" please explain:	Not Applicable	Contact/Phone:	Lynn D Larson 702/301-9180
		Vendor No.:	T80917674
		NV Business ID:	NV20151211643

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

    No b. If "No", please explain:

Vendor name is a DBA of legal entity.

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/03/2018 11:55:12 AM
Division Approval	mstewa10	07/03/2018 11:55:14 AM
Department Approval	mstewa10	07/03/2018 11:55:16 AM
Contract Manager Approval	mstewa10	07/03/2018 11:55:19 AM
Budget Analyst Approval	aurruty	07/12/2018 17:24:35 PM
BOE Agenda Approval	lfree1	07/13/2018 16:43:10 PM
BOE Final Approval	Pending	

Brian Sandoval
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MEMORANDUM

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From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20401**

		Legal Entity Name:	LaNan Pasion
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**LaNan Pasion**
Agency Code:	**MSA**	Address:	**1843 Candle Bright Dr.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Henderson, NV 89074**
If "No" please explain:	Not Applicable	Contact/Phone:	LaNan Pasion 702-423-4587
		Vendor No.:	T32003621
		NV Business ID:	NV20151357426

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various**

Agency Reference #: 99SWC-S165

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Job Development**

5. Purpose of contract:

This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$150,000.00**

   Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? Yes
   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/29/2018 08:16:04 AM
Division Approval	mstewa10	06/29/2018 08:16:07 AM
Department Approval	mstewa10	06/29/2018 08:16:10 AM
Contract Manager Approval	mstewa10	06/29/2018 08:16:12 AM
Budget Analyst Approval	lfree1	07/12/2018 11:40:44 AM
BOE Agenda Approval	lfree1	07/12/2018 11:40:46 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
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Jeffrey Haag
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STATE OF NEVADA
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MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20470**

		Legal Entity Name:	Linda Hower
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Linda Hower**
Agency Code:	**MSA**	Address:	**2035 Shair Drive**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89509**
If "No" please explain:	Not Applicable	Contact/Phone:	Linda Hower 775/772-1519
		Vendor No.:	T81089619
		NV Business ID:	NV20161405920

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide respite care services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.
Was the solicitation (RFP) done by Purchasing: Yes

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. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?
    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?
    Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:
    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 09:10:47 AM
Division Approval	mstewa10	07/05/2018 09:10:50 AM
Department Approval	mstewa10	07/05/2018 09:10:54 AM
Contract Manager Approval	mstewa10	07/05/2018 09:10:56 AM
Budget Analyst Approval	aurruty	07/16/2018 09:56:14 AM
BOE Agenda Approval	lfree1	07/19/2018 14:37:27 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
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MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20489**

		Legal Entity Name:	Loving Care Corporation
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Loving Care Corporation**
Agency Code:	**MSA**	Address:	**1500 E. Tropicana Ave.**
Appropriation Unit:	**9999 - All Categories**		**Suite 141**
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89119**
If "No" please explain:	Not Applicable	Contact/Phone:	Speedy Cacanindin 702/450-1704
		Vendor No.:	T32002973
		NV Business ID:	NV20101771981

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide caregiving and in-home supportive services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 15:23:45 PM
Division Approval	mstewa10	07/05/2018 15:23:47 PM
Department Approval	mstewa10	07/05/2018 15:23:50 PM
Contract Manager Approval	mstewa10	07/05/2018 15:23:54 PM
Budget Analyst Approval	aurruty	07/13/2018 13:32:33 PM
BOE Agenda Approval	lfree1	07/13/2018 15:07:42 PM
BOE Final Approval	Pending	

Brian Sandoval
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Date: June 11, 2018
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Administrator State Purchasing

CONTRACT SUMMARY

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I. DESCRIPTION OF CONTRACT

1. Contract Number: **20533**

		Legal Entity Name:	Loving Hearts Helping Hands
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Loving Hearts Helping Hands**
Agency Code:	**MSA**	Address:	**2755 East Desert Inn Rd.**
Appropriation Unit:	**9999 - All Categories**		**Suite 160**
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89121**
If "No" please explain:	Not Applicable	Contact/Phone:	Brittany Jackson 702/673-8209
		Vendor No.:	T27042367
		NV Business ID:	NV20181112597

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide applied behavior analysis and individual therapy services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:33:27 PM
Division Approval	mstewa10	07/10/2018 15:33:31 PM
Department Approval	mstewa10	07/10/2018 15:33:33 PM
Contract Manager Approval	mstewa10	07/10/2018 15:33:35 PM
Budget Analyst Approval	aurruty	07/16/2018 14:11:52 PM
BOE Agenda Approval	lfree1	07/19/2018 13:59:51 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20170**

		Legal Entity Name:	MICHELLE G. PAUL, PH.D.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**MICHELLE G. PAUL, PH.D.**
Agency Code:	**MSA**	Address:	**4505 S MARYLAND PKWY MS 455030**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89154-9900**
If "No" please explain:	Not Applicable	Contact/Phone:	Michelle G. Paul 702/895-0134
		Vendor No.:	T27038882
		NV Business ID:	NV20161031291

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Medical Providers**

5. Purpose of contract:

This is a new contract to provide psychology services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

Yes

See the attached Authorization to Contract form for details.

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	05/30/2018 15:48:22 PM
Division Approval	mstewa10	05/30/2018 15:48:28 PM
Department Approval	mstewa10	05/30/2018 15:48:30 PM
Contract Manager Approval	mstewa10	05/30/2018 15:48:42 PM
Budget Analyst Approval	aurruty	07/19/2018 12:11:36 PM
BOE Agenda Approval	lfree1	07/19/2018 13:39:04 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

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Jeffrey Haag
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STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
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MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

STATE OF NEVADA

CODY L. PHINNEY, MPH
Administrator

TRACEY D. GREEN, MD
Chief Medical Officer

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
4150 Technology Way, Suite 300
Carson City, NV 89706
Telephone: (775) 684-4200 · Fax: (775) 684-4211

February 17, 2016

MEMORANDUM

TO: **James R. Wells, CPA**
Director
Department of Administration

THROUGH: **Richard Whitley, MS**
Director
Department of Health and Human Services

THROUGH: **Cody L. Phinney, MPH**
Administrator
Division of Public and Behavioral Health

FROM: **Mark Winebarger**
Administrative Service Officer IV
Division of Public and Behavioral Health

SUBJECT: **Authorization to Contract with Current State Employee – Dr. Gregory P. Brown and Dr. Michelle G. Paul**

In accordance with subsection 4 of NRS 333.705, the Division of Public and Behavioral Health (DPBH) is contracting with Dr. Gregory P. Brown and Dr. Michelle G. Paul for a period of less than four months. It has been determined an emergency exists which necessitates this contract. This information is being submitted for review by the Board of Examiners, as required.

The Division of Public and Behavioral Health (DPBH) has an increasing demand for forensic evaluations at Rawson-Neal Hospital RSU (Rapid Stabilization Unit) and Stein Hospital forensic units. Forensic psychiatry/psychology is in its infancy and requires specialized skills and experience. Experienced forensic practitioners are scarce making recruitment near impossible. The division is in need of two specialists to provide forensic evaluations to admit patients and expedite prompt restorative treatment.

Dr. Gregory P. Brown is a part time (50%) practicing forensic psychiatrist with the University of Nevada, School of Medicine (UNSOM) in Reno. He specializes in competence and forensic evaluations. Dr. Michelle G. Paul is a part time (50%) practicing forensic psychologist with the University of Nevada, Las Vegas (UNLV). Dr. Paul specializes in the same evaluations as the aforementioned Dr. Brown. The universities have agreed that there will not be a conflict in scheduling to perform services for Rawson-Neal and Stein Hospitals.

Please recognize this as a formal emergency request for authorization to contract with current employees, Dr. Gregory P. Brown and Dr. Michelle G. Paul.

Thank you for your consideration in this matter.

Authorization to Contract with a Current Employee

Employee Name:	**Michelle G. Paul, Ph.D.**
Employee ID number:	
Job Title:	**Director & Associate Professor in Residence**
Current Agency:	**University of Nevada, Las Vegas**
Current class and grade:	**Unclassified, NSHE Position**
Employment Dates:	
Contracting Agency:	**Southern Nevada Adult Mental Health Services**

Please check which of the following applies:

☒ Contract is with a current State employee (contractor) or a temporary employment agency providing a current employee. Please complete steps a-l below.

☐ Contract is with an entity (contractor) other than a temporary employment agency that employs a current State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

a. Summarize scope of contract work.	Dr. Paul will be completing competency evaluations for Southern Nevada Adult Mental Health Services-Forensic Services. As needed, she will also complete neuropsychological evaluations necessary to determine competency status
b. Document the employee's current job description.	Director & Associate Professor in Residence, Department of Psychology
c. Explain how this differs from current State duties.	Dr. Paul is being hired as she is an experienced neuropsychologist who has conducted forensic psychological and neuropsychological evaluations for the court system
d. Explain why existing State employees within your agency cannot perform this function.	We are severely understaffed. The forensic psychology department has 2 (of 4) Licensed Psychologist I positions open. There has been great difficulty finding candidates that meet our qualifications and will accept reimbursement paid by the State of Nevada. Recruitment for these positions has been occurring for over 6 months and to date, 1 person has been hired and 1 existing state Psychologist was re-assigned to assist with coverage. Dr. Paul is essential to our ability to complete evaluations in a timely manner to comply with court mandates
e. Document if the individual overseeing or establishing the contract is related to	N/A

the contractor – if so; explain relationship and why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	$125 per hour
g. List the range of comparable State employee rates.	There are no licensed forensic psychologist/licensed neuropsychologist positions listed currently in the State. Licensed psychologist rates are: $32.74 – $51.81
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent.	Her expertise, experience and ability to complete competency evaluations is vital to our ability to complete evaluations in a timely manner. Private practice licensed forensic psychologists/neuropsychologists in the community charge $240-$300 per hour. The requested contract rate for Dr. Paul is much less than she could charge privately to complete such evaluations.
i. Identify the date and time the contract work will be performed.	The contract work will be performed on an as needed basis and includes the flexibility to accomplish the duties outside her routine UNLV school hours.
j. Identify the State employee's work schedule.	The contract work will be performed on an as needed basis and includes the flexibility to accomplish the duties outside her routine UNLV school hours.
k. Document the controls that will be in place to ensure contract work will not occur during State work or sick time.	Dr. Paul will be required to utilize a coded key card to enter and exit the units in which she will perform her duties. The contract monitor will pull a random sample of key card records on a monthly basis and review for appropriate use of time
l. Document the justification for hiring contractor.	The State and Southern Nevada Adult Mental Health Services is under a consent decree with the courts to reduce the waitlist for inmates needing to be transferred for competency restoration. The waitlist must reach 0 by March 1 and then we are required to maintain timely transfer inmates, that is within 7 days of the court order. To accomplish these mandates, competency evaluation is an integral part of the system. Once an individual is placed in the custody of our hospital, multiple competency evaluations are required to determine their status and whether the patient will be recommitted or discharged back to the jail.

Comments:

Contracting Agency Head's Signature and Date

3/7/16

Budget Analyst

Clerk of the Board of Examiners

Secondary Employment Disclosure

Employee Name:	**Michelle G. Paul, Ph.D.**
Employee ID number:	
Name of Secondary Employer: (If self employed, enter the business name)	**Michelle Gendebien Paul**
Address of Secondary Employer/Self Employment:	**4505 Maryland Pkwy, Box 455030, LV, NV 89154**
Secondary Employer Phone Number:	**702-895-1532**

Describe the nature of the work performed by the secondary employer or self employment business.	Forensic psychology and forensic competency evaluations.
Might this activity require or induce you to disclose controlled information obtained as part of your job or impair your independence or ethics?	No.
List the specific duties, functions, and activities that you personally will perform for the secondary employer or in the self-employment business.	Forensic competency evaluations to determine competence to stand trial for individuals on the forensic units of Stein and Rawson Neal hospitals.
Document your work schedule with the secondary/self employment; how many and what hours weekly; what your State work schedule is; how many and what hours you will work weekly. Will this conflict with your State work hours?	The schedule will be on an as needed basis and will allow for the flexibility to perform these duties outside usual UNLV business hours.
If applicable, list provider agreements, brief scope of services, and associated State agencies.	Current provider agreement with Southern Nevada Adult Mental Health Services to perform forensic competence evaluations.

RECEIVED
FEB 16 2016
SNAMHS HUMAN RESOURCES

Comments:

Employee statement

MP I certify that my outside employment does not present a conflict with my State employment. The employment may not be construed as an extension of my duties or responsibilities with the State. I will devote my full time, attention and effort to State employment during official duty hours and not to contractual obligations. If a potential conflict arises, I will notify my supervisor and agency head, within three business days. I agree to submit a new application for approval by July 1 of each year, or within 30 days of a change in outside employment status.

Employee's agency head shall check one of the following statements:

___ I have reviewed the information provided on this form and determined that this secondary employment **DOES NOT** present a real or potential conflict of interest to the State of Nevada.

___ I have reviewed the information provided on this form and determined that this secondary employment **DOES** present a real or potential conflict of interest to the State of Nevada.

2/10/16
Employee's Signature and Date

2/12/16
Agency Head's Signature and 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: **20523**

		Legal Entity Name:	MIJN Corporation
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**MIJN Corporation**
Agency Code:	**MSA**	Address:	**3933 Captain Jon Ave.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89104**
If "No" please explain:	Not Applicable	Contact/Phone:	Michael Narciso 702/334-2273
		Vendor No.:	T29009865
		NV Business ID:	NV20061224487

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide community-based living arrangements services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$15,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:17:50 PM
Division Approval	mstewa10	07/10/2018 15:17:52 PM
Department Approval	mstewa10	07/10/2018 15:17:55 PM
Contract Manager Approval	mstewa10	07/10/2018 15:17:57 PM
Budget Analyst Approval	aurruty	07/16/2018 15:23:25 PM
BOE Agenda Approval	lfree1	07/17/2018 08:41:31 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20435**

		Legal Entity Name:	MOBILE MEDICAL
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**MOBILE MEDICAL**
Agency Code:	**MSA**	Address:	**897 EAST MUSSER ST.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**CARSON CITY, NV 89701**
If "No" please explain:	Not Applicable	Contact/Phone:	David Ramsey 775/885-4685
		Vendor No.:	T29035114
		NV Business ID:	NV20161333734

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide advanced practice registered nurse services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$15,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/03/2018 11:48:52 AM
Division Approval	mstewa10	07/03/2018 11:48:54 AM
Department Approval	mstewa10	07/03/2018 11:48:56 AM
Contract Manager Approval	mstewa10	07/03/2018 11:48:59 AM
Budget Analyst Approval	aurruty	07/12/2018 15:57:29 PM
BOE Agenda Approval	lfree1	07/13/2018 16:14:43 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20242**

		Legal Entity Name:	Mc Neil's Cleaning Services Inc
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Mc Neil's Cleaning Services Inc**
Agency Code:	**MSA**	Address:	**3077 Meadowlands Drive**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Sparks, NV 89431**
If "No" please explain:	Not Applicable	Contact/Phone:	Charles Mc Neil 775-359-4422
		Vendor No.:	T81015272
		NV Business ID:	NV20061269584

To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various**

Agency Reference #: 99SWC-S56 GB

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
   Anticipated BOE meeting date 08/2018

   Retroactive? **No**

   If "Yes", please explain

   Not Applicable

3. Termination Date: **08/31/2022**
   Contract term: **4 years and 31 days**

4. Type of contract: **MSA**
   Contract description: **Janitorial Services**

5. Purpose of contract:

   This is a new contract to provide janitorial services statewide.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$1,000,000.00**
   Other basis for payment: As invoiced by the vendor and accepted by the using public agency

II. JUSTIFICATION

7. What conditions require that this work be done?

   State buildings need to be cleaned and maintained.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

   This is a specialized 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):

   Accurate Building Maintenance Inc
   Wow Cleaning Corporation

   D&D Elite Property Maintenance Inc

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor received the required amount of points to receive a contract.

d. Last bid date: 03/01/2018 Anticipated re-bid date: 01/03/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Cheryl Warren, Custodial Supervisor Ph: 775-684-1801

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/21/2018 12:10:58 PM
Division Approval	mstewa10	06/21/2018 12:11:01 PM
Department Approval	mstewa10	06/21/2018 12:11:05 PM
Contract Manager Approval	gburchet	06/29/2018 16:01:04 PM
Budget Analyst Approval	aurruty	07/17/2018 15:24:09 PM
BOE Agenda Approval	lfree1	07/18/2018 16:52:03 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20476**

		Legal Entity Name:	Minkaboo LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Minkaboo LLC**
Agency Code:	**MSA**	Address:	**1630 Van Ness Avenue**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89503**
If "No" please explain:	Not Applicable	Contact/Phone:	Mario Trinidad 775/830-0999
		Vendor No.:	T27039054
		NV Business ID:	NV20151458648

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide community behavioral health services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$4,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 09:14:59 AM
Division Approval	mstewa10	07/05/2018 09:15:02 AM
Department Approval	mstewa10	07/05/2018 09:15:05 AM
Contract Manager Approval	mstewa10	07/05/2018 09:15:07 AM
Budget Analyst Approval	lfree1	07/13/2018 14:13:57 PM
BOE Agenda Approval	lfree1	07/13/2018 14:13:59 PM
BOE Final Approval	Pending	

Brian Sandoval
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Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20543**

		Legal Entity Name:	More to Life Adult Day Health Center, LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**More to Life Adult Day Health Center, LLC**
Agency Code:	**MSA**	Address:	**1963 East Prater Way**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Sparks, NV 89434**
If "No" please explain:	Not Applicable	Contact/Phone:	Jeff Dold 775/358-1988
		Vendor No.:	T27025881
		NV Business ID:	NV20101030866

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide senior day care services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 13:45:00 PM
Division Approval	mstewa10	07/10/2018 13:45:02 PM
Department Approval	mstewa10	07/10/2018 13:45:04 PM
Contract Manager Approval	mstewa10	07/10/2018 13:45:06 PM
Budget Analyst Approval	aurruty	07/16/2018 12:08:18 PM
BOE Agenda Approval	lfree1	07/19/2018 13:55:56 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
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Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20549**

		Legal Entity Name:	Mineral County Hospital District
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Mt. Grant General Hospital**
Agency Code:	**MSA**	Address:	**200 South A Street**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Hawthorne, NV 89415**
If "No" please explain:	Not Applicable	Contact/Phone:	Hugh Qualls 775/945-2461
		Vendor No.:	T10636700
		NV Business ID:	NV20131601430

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide hospital administration services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$5,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

    Other

Non-Title 7 Entity

16. a. Is the Contractor Name the same as the legal Entity Name?

    No b. If "No", please explain:

Contractor is owned and operated by legal entity.

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 13:57:21 PM
Division Approval	mstewa10	07/10/2018 13:57:25 PM
Department Approval	mstewa10	07/10/2018 13:57:28 PM
Contract Manager Approval	mstewa10	07/10/2018 13:57:31 PM
Budget Analyst Approval	aurruty	07/16/2018 16:19:08 PM
BOE Agenda Approval	lfree1	07/18/2018 08:46:25 AM
BOE Final Approval	Pending	

Brian Sandoval
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STATE OF NEVADA
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515 East Musser Street, Suite 300 | Carson City, Nevada 89701
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MEMORANDUM

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From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20425**

		Legal Entity Name:	NUKLEO-SYD, LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**NUKLEO-SYD, LLC**
Agency Code:	**MSA**	Address:	**1333 N. BUFFALO DR., SUITE 260**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**NORTH LAS VEGAS, NV 89128-3637**
If "No" please explain:	Not Applicable	Contact/Phone:	Michael Lopez 702/979-4268
		Vendor No.:	T29026900A
		NV Business ID:	NV20091331197

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

Agency Reference #: S107-RM

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

   Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Medical Provider**

5. Purpose of contract:

   This is a new contract to provide speech language pathology services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

   Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

   The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

   This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No
   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/03/2018 11:44:35 AM
Division Approval	mstewa10	07/03/2018 11:44:37 AM
Department Approval	mstewa10	07/03/2018 11:44:40 AM
Contract Manager Approval	mstewa10	07/03/2018 11:44:42 AM
Budget Analyst Approval	aurruty	07/12/2018 15:07:59 PM
BOE Agenda Approval	lfree1	07/13/2018 16:22:38 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20433**

		Legal Entity Name:	Nancy McRight dba NCM Consulting
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Nancy McRight dba NCM Consulting**
Agency Code:	**MSA**	Address:	**3205 La Mancha Way**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Henderson, NV 89014**
If "No" please explain:	Not Applicable	Contact/Phone:	Nancy McRight 702-808-3399
		Vendor No.:	T29033249
		NV Business ID:	NV20131289425

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various**

Agency Reference #: 99SWC-S165 tb

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Job Development**

5. Purpose of contract:

This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$240,000.00**

   Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? Yes
   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider Agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 08:58:30 AM
Division Approval	mstewa10	07/05/2018 08:58:32 AM
Department Approval	mstewa10	07/05/2018 08:58:35 AM
Contract Manager Approval	mstewa10	07/05/2018 08:58:37 AM
Budget Analyst Approval	aurruty	07/12/2018 11:21:54 AM
BOE Agenda Approval	lfree1	07/13/2018 16:01:12 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
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Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20501**

		Legal Entity Name:	Nevada Best PCA
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Nevada Best PCA**
Agency Code:	**MSA**	Address:	**5600 Spring Mountain Rd.**
Appropriation Unit:	**9999 - All Categories**		**#206**
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89146**
If "No" please explain:	Not Applicable	Contact/Phone:	Sona Hakobyan 702/207-2526
		Vendor No.:	T27041432
		NV Business ID:	NV20161482332

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide home health services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 15:30:07 PM
Division Approval	mstewa10	07/05/2018 15:30:10 PM
Department Approval	mstewa10	07/05/2018 15:30:12 PM
Contract Manager Approval	mstewa10	07/05/2018 15:30:15 PM
Budget Analyst Approval	aurruty	07/16/2018 10:52:48 AM
BOE Agenda Approval	lfree1	07/19/2018 14:21:17 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20540**

		Legal Entity Name:	Nevada Carenet, Inc.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Nevada Carenet, Inc.**
Agency Code:	**MSA**	Address:	**2560 E. Sunset Road**
Appropriation Unit:	**9999 - All Categories**		**Suite 106**
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89120**
If "No" please explain:	Not Applicable	Contact/Phone:	Steve Ulofoshio 702/202-0552
		Vendor No.:	T29033409
		NV Business ID:	NV20091300268

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide in home health services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:45:06 PM
Division Approval	mstewa10	07/10/2018 15:45:08 PM
Department Approval	mstewa10	07/10/2018 15:45:10 PM
Contract Manager Approval	mstewa10	07/10/2018 15:45:13 PM
Budget Analyst Approval	aurruty	07/16/2018 15:54:54 PM
BOE Agenda Approval	lfree1	07/18/2018 08:39:14 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
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MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20508**

		Legal Entity Name:	Nevada Senior Services, Inc.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Nevada Senior Services, Inc.**
Agency Code:	**MSA**	Address:	**901 N. Jones Blvd.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas , NV 89108**
If "No" please explain:	Not Applicable	Contact/Phone:	Les Jacobs 702/333-1544
		Vendor No.:	T27000336
		NV Business ID:	NV19841012374

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide adult daycare services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$25,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 15:34:45 PM
Division Approval	mstewa10	07/05/2018 15:34:48 PM
Department Approval	mstewa10	07/05/2018 15:34:52 PM
Contract Manager Approval	mstewa10	07/05/2018 15:34:54 PM
Budget Analyst Approval	aurruty	07/13/2018 09:34:16 AM
BOE Agenda Approval	lfree1	07/16/2018 09:00:53 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20497**

		Legal Entity Name:	Silver Town Incorporated
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**New Life Adult Day Health Care Center**
Agency Code:	**MSA**	Address:	**5540 Spring Mountain Rd.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89146**
If "No" please explain:	Not Applicable	Contact/Phone:	Howard Chin 702/365-8882
		Vendor No.:	T27014979
		NV Business ID:	NV20051547064

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide adult daycare services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$10,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    No b. If "No", please explain:

Silver Town Incorporated dba: New Life Adult Health Care Center

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 15:27:51 PM
Division Approval	mstewa10	07/05/2018 15:27:54 PM
Department Approval	mstewa10	07/05/2018 15:27:56 PM
Contract Manager Approval	mstewa10	07/05/2018 15:27:59 PM
Budget Analyst Approval	aurruty	07/13/2018 12:03:52 PM
BOE Agenda Approval	lfree1	07/13/2018 15:15:47 PM
BOE Final Approval	Pending	

Brian Sandoval
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STATE OF NEVADA
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MEMORANDUM

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From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20473**

		Legal Entity Name:	PROGRESSUS THERAPY, LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**PROGRESSUS THERAPY, LLC**
Agency Code:	**MSA**	Address:	**2701 N. ROCKY POINT DRIVE**
Appropriation Unit:	**9999 - All Categories**		**SUITE 650**
Is budget authority available?:	**Yes**	City/State/Zip	**TAMPA, FL 33607**
If "No" please explain:	Not Applicable	Contact/Phone:	Matt Stringer 813-549-5858
		Vendor No.:	T29027857
		NV Business ID:	NV20071147716

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide behavioral analysis, speech pathology, and community- and school-based services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 09:13:08 AM
Division Approval	mstewa10	07/05/2018 09:13:10 AM
Department Approval	mstewa10	07/05/2018 09:13:12 AM
Contract Manager Approval	mstewa10	07/05/2018 09:13:15 AM
Budget Analyst Approval	aurruty	07/12/2018 15:00:31 PM
BOE Agenda Approval	lfree1	07/13/2018 16:26:04 PM
BOE Final Approval	Pending	

Brian Sandoval
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STATE OF NEVADA
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MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20483**

		Legal Entity Name:	Pinnacle Community Services, Ltd.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Pinnacle Community Services, Ltd.**
Agency Code:	**MSA**	Address:	**3435 W. Cheyenne Ave**
Appropriation Unit:	**9999 - All Categories**		**#101**
Is budget authority available?:	**Yes**	City/State/Zip	**North Las Vegas, NV 89032**
If "No" please explain:	Not Applicable	Contact/Phone:	Larry Tokarski 702/798-2700
		Vendor No.:	T81075406
		NV Business ID:	NV20001154973

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide care services for developmentally disabled persons statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$115,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    LP

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 09:23:03 AM
Division Approval	mstewa10	07/05/2018 09:23:05 AM
Department Approval	mstewa10	07/05/2018 09:23:07 AM
Contract Manager Approval	mstewa10	07/05/2018 09:23:09 AM
Budget Analyst Approval	aurruty	07/13/2018 10:08:35 AM
BOE Agenda Approval	lfree1	07/13/2018 16:51:02 PM
BOE Final Approval	Pending	

Brian Sandoval
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STATE OF NEVADA
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MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20518**

		Legal Entity Name:	Ridge House, Inc.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Ridge House, Inc.**
Agency Code:	**MSA**	Address:	**900 West 1st St.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89503**
If "No" please explain:	Not Applicable	Contact/Phone:	Jared Ovitt 775-322-8941
		Vendor No.:	T80938781
		NV Business ID:	NV19821007967

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various**

Agency Reference #: 99SWC-S165

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Job Development**

5. Purpose of contract:

This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$16,800,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? Yes

   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DHHS - Provider Agreement
DETR - Provider Agreement
DCFS - Contract
Corrections - Contract
OWINN - Contract

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:15:01 PM
Division Approval	mstewa10	07/10/2018 15:15:04 PM
Department Approval	mstewa10	07/10/2018 15:15:06 PM
Contract Manager Approval	mstewa10	07/10/2018 15:15:08 PM
Budget Analyst Approval	aurruty	07/16/2018 16:40:57 PM
BOE Agenda Approval	lfree1	07/18/2018 16:22:13 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
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From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
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Administrator State Purchasing

CONTRACT SUMMARY

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I. DESCRIPTION OF CONTRACT

1. Contract Number: **20527**

		Legal Entity Name:	Robert Stuyvesant
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Robert Stuyvesant**
Agency Code:	**MSA**	Address:	**177 Cadillac Place**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89509**
If "No" please explain:	Not Applicable	Contact/Phone:	Robert Stuyvesant 775/827-7500
		Vendor No.:	T80948309
		NV Business ID:	NV20101487796

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide mental health services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?
    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?
    Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:
    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:22:46 PM
Division Approval	mstewa10	07/10/2018 15:22:49 PM
Department Approval	mstewa10	07/10/2018 15:22:51 PM
Contract Manager Approval	mstewa10	07/10/2018 15:22:53 PM
Budget Analyst Approval	aurruty	07/16/2018 10:55:32 AM
BOE Agenda Approval	lfree1	07/19/2018 14:18:01 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20550**

		Legal Entity Name:	Ronald Centric, DO
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Ronald Centric, DO**
Agency Code:	**MSA**	Address:	**343 Fairview Drive**
Appropriation Unit:	**9999 - All Categories**		**Suite 104**
Is budget authority available?:	**Yes**	City/State/Zip	**Carson City, NV 89107**
If "No" please explain:	Not Applicable	Contact/Phone:	Ronald Centric 775/887-0703
		Vendor No.:	T27037861
		NV Business ID:	NV20121178679

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide psychiatry services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?
    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?
    Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:
    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 13:41:52 PM
Division Approval	mstewa10	07/10/2018 13:41:55 PM
Department Approval	mstewa10	07/10/2018 13:41:57 PM
Contract Manager Approval	mstewa10	07/10/2018 13:41:59 PM
Budget Analyst Approval	aurruty	07/16/2018 11:16:53 AM
BOE Agenda Approval	lfree1	07/19/2018 14:05:43 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20431**

		Legal Entity Name:	SILVER STATE ADULT DAY CARE
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**SILVER STATE ADULT DAY CARE**
Agency Code:	**MSA**	Address:	**2500 W WASHINGTON AVE**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89106-3731**
If "No" please explain:	Not Applicable	Contact/Phone:	Alicia Walker 702/631-8000
		Vendor No.:	T32004724
		NV Business ID:	NV20141184456

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

Agency Reference #: S107 - RM

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide internal medicine and adult day care services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$1,000,000.00**

   Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No
   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/03/2018 11:47:00 AM
Division Approval	mstewa10	07/03/2018 11:47:02 AM
Department Approval	mstewa10	07/03/2018 11:47:04 AM
Contract Manager Approval	mstewa10	07/03/2018 11:47:07 AM
Budget Analyst Approval	aurruty	07/12/2018 16:04:10 PM
BOE Agenda Approval	lfree1	07/13/2018 16:09:42 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20453**

		Legal Entity Name:	SPORT SOCIAL, LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**SPORT SOCIAL, LLC**
Agency Code:	**MSA**	Address:	**7055 WINDY ST STE B**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89119-4029**
If "No" please explain:	Not Applicable	Contact/Phone:	Andrew Devitt 702/485-5515
		Vendor No.:	T29030113
		NV Business ID:	NV20111580319

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 09:08:00 AM
Division Approval	mstewa10	07/05/2018 09:08:02 AM
Department Approval	mstewa10	07/05/2018 09:08:05 AM
Contract Manager Approval	mstewa10	07/05/2018 09:08:07 AM
Budget Analyst Approval	aurruty	07/12/2018 17:08:39 PM
BOE Agenda Approval	lfree1	07/13/2018 16:47:15 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
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Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20519**

		Legal Entity Name:	Scott Julian
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Scott Julian**
Agency Code:	**MSA**	Address:	**9061 Vintage Wine Ave.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89148**
If "No" please explain:	Not Applicable	Contact/Phone:	Scott Julian 408-829-7195
		Vendor No.:	T27042340
		NV Business ID:	NV20181422871

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various**

Agency Reference #: 99SWC-S165

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Job Development**

5. Purpose of contract:

This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$150,000.00**

   Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? Yes
   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

    Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

    Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:14:29 PM
Division Approval	mstewa10	07/10/2018 15:14:32 PM
Department Approval	mstewa10	07/10/2018 15:14:34 PM
Contract Manager Approval	mstewa10	07/10/2018 15:14:36 PM
Budget Analyst Approval	aurruty	07/16/2018 15:37:37 PM
BOE Agenda Approval	lfree1	07/17/2018 08:44:05 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20499**

		Legal Entity Name:	Sequel Alliance Family Services
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Sequel Alliance Family Services**
Agency Code:	**MSA**	Address:	**1101 W. Moana Ln.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89509**
If "No" please explain:	Not Applicable	Contact/Phone:	Robin Happeny 775/337-2394
		Vendor No.:	T29038630
		NV Business ID:	NV20141007166

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide autism treatment, developmental services and individual and family services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 15:29:00 PM
Division Approval	mstewa10	07/05/2018 15:29:02 PM
Department Approval	mstewa10	07/05/2018 15:29:05 PM
Contract Manager Approval	mstewa10	07/05/2018 15:29:07 PM
Budget Analyst Approval	aurruty	07/13/2018 11:31:50 AM
BOE Agenda Approval	lfree1	07/13/2018 14:55:08 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
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Jeffrey Haag
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STATE OF NEVADA
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To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20522**

		Legal Entity Name:	Settle Down ABA, Inc.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Settle Down ABA, Inc.**
Agency Code:	**MSA**	Address:	**731 Mall RIng Circle**
Appropriation Unit:	**9999 - All Categories**		**Suite 215**
Is budget authority available?:	**Yes**	City/State/Zip	**Henderson, NV 89014**
If "No" please explain:	Not Applicable	Contact/Phone:	Robert M. Schultz 702/547-6971
		Vendor No.:	T29037389
		NV Business ID:	NV20161060968

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical PRovider**

5. Purpose of contract:

This is a new contract to provide applied behavioral analysis services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$10,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:16:24 PM
Division Approval	mstewa10	07/10/2018 15:16:27 PM
Department Approval	mstewa10	07/10/2018 15:16:30 PM
Contract Manager Approval	mstewa10	07/10/2018 15:16:32 PM
Budget Analyst Approval	aurruty	07/16/2018 14:17:20 PM
BOE Agenda Approval	lfree1	07/19/2018 14:01:16 PM
BOE Final Approval	Pending	

Brian Sandoval
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STATE OF NEVADA
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MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20329**

		Legal Entity Name:	Sierra Home Health Care
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Sierra Home Health Care**
Agency Code:	**MSA**	Address:	**3500 Lakeside Court, Suite 145**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89509**
If "No" please explain:	Not Applicable	Contact/Phone:	Diana Waugh 775-359-7272
		Vendor No.:	T29033023
		NV Business ID:	NV20061450205

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide personal care agency services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,500,000.00**

Other basis for payment: as invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/27/2018 09:00:27 AM
Division Approval	mstewa10	06/27/2018 09:00:30 AM
Department Approval	mstewa10	06/27/2018 09:00:32 AM
Contract Manager Approval	mstewa10	06/27/2018 09:00:35 AM
Budget Analyst Approval	aurruty	07/03/2018 09:02:09 AM
BOE Agenda Approval	lfree1	07/03/2018 17:02:17 PM
BOE Final Approval	Pending	

Brian Sandoval
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STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
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MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20490**

		Legal Entity Name:	Simple Behavior Solutions, LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Simple Behavior Solutions, LLC**
Agency Code:	**MSA**	Address:	**8565 S. Eastern Ave.**
Appropriation Unit:	**9999 - All Categories**		**#150**
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89123**
If "No" please explain:	Not Applicable	Contact/Phone:	Krystal Van Voorhis 702/762-5305
		Vendor No.:	T32005608
		NV Business ID:	NV20171488491

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

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3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

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Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 15:24:28 PM
Division Approval	mstewa10	07/05/2018 15:24:31 PM
Department Approval	mstewa10	07/05/2018 15:24:35 PM
Contract Manager Approval	mstewa10	07/05/2018 15:24:39 PM
Budget Analyst Approval	aurruty	07/13/2018 09:37:51 AM
BOE Agenda Approval	lfree1	07/16/2018 08:59:23 AM
BOE Final Approval	Pending	

Brian Sandoval
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STATE OF NEVADA
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Administrator State Purchasing

CONTRACT SUMMARY

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I. DESCRIPTION OF CONTRACT

1. Contract Number: **20397**

		Legal Entity Name:	Special Employment Services, Inc.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Special Employment Services, Inc.**
Agency Code:	**MSA**	Address:	**1415 S. Arville St., Ste 100**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89102**
If "No" please explain:	Not Applicable	Contact/Phone:	Robert Saunders 702-595-1359
		Vendor No.:	T29040559
		NV Business ID:	NV20031445503

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various**

Agency Reference #: 99SWC-S165 tb

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Job Development**

5. Purpose of contract:

This is a new contract to provide job development services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$91,000.00**

   Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State does not have personnel to provide these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are specialized services that require specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/02/2018 Anticipated re-bid date: 05/01/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DETR - Provider agreement

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/29/2018 08:18:12 AM
Division Approval	mstewa10	06/29/2018 08:18:14 AM
Department Approval	mstewa10	06/29/2018 08:18:16 AM
Contract Manager Approval	mstewa10	06/29/2018 08:18:19 AM
Budget Analyst Approval	aurruty	07/05/2018 09:37:06 AM
BOE Agenda Approval	lfree1	07/12/2018 11:47:39 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20465**

		Legal Entity Name:	Stepping Stone Advocacy & Job Support Corporation
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Stepping Stone Advocacy & Job Support Corporation**
Agency Code:	**MSA**	Address:	**4601 W. Sahara Avenue**
Appropriation Unit:	**9999 - All Categories**		**Suite S & T**
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89102**
If "No" please explain:	Not Applicable	Contact/Phone:	Melanie Bittner 702/878-5969
		Vendor No.:	T81000108
		NV Business ID:	NV19911018688

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide advocacy and job support services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 09:09:02 AM
Division Approval	mstewa10	07/05/2018 09:09:05 AM
Department Approval	mstewa10	07/05/2018 09:09:07 AM
Contract Manager Approval	mstewa10	07/05/2018 09:09:15 AM
Budget Analyst Approval	aurruty	07/12/2018 17:04:54 PM
BOE Agenda Approval	lfree1	07/13/2018 16:45:28 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20429**

		Legal Entity Name:	TANDEM THERAPY SERVICES, LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**TANDEM THERAPY SERVICES, LLC**
Agency Code:	**MSA**	Address:	**7261 W CHARLESTON BLVD ST 101**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89117**
If "No" please explain:	Not Applicable	Contact/Phone:	Angel Jenne 702/396-0101
		Vendor No.:	T27026312
		NV Business ID:	NV20021159274

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

Agency Reference #: S107 - RM

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **MSA**
   Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide applied behavior analysis services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$1,000,000.00**

   Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No
   Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/03/2018 11:45:47 AM
Division Approval	mstewa10	07/03/2018 11:45:49 AM
Department Approval	mstewa10	07/03/2018 11:45:51 AM
Contract Manager Approval	mstewa10	07/03/2018 11:45:54 AM
Budget Analyst Approval	aurruty	07/12/2018 16:12:36 PM
BOE Agenda Approval	lfree1	07/13/2018 16:20:56 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20440**

		Legal Entity Name:	TERESITA LU MELCOTON, MD
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**TERESITA LU MELCOTON, MD**
Agency Code:	**MSA**	Address:	**2810 W. CHARLESTON BLVD.**
Appropriation Unit:	**9999 - All Categories**		**SUITE 46**
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89102**
If "No" please explain:	Not Applicable	Contact/Phone:	702/38-4428
		Vendor No.:	T27004022
		NV Business ID:	NV20011472912

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide medical-pediatric services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/03/2018 11:54:03 AM
Division Approval	mstewa10	07/03/2018 11:54:06 AM
Department Approval	mstewa10	07/03/2018 11:54:08 AM
Contract Manager Approval	mstewa10	07/03/2018 11:54:10 AM
Budget Analyst Approval	aurruty	07/12/2018 15:27:39 PM
BOE Agenda Approval	lfree1	07/13/2018 16:02:43 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20544**

		Legal Entity Name:	Tannerwood Home, LLC
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Tannerwood Home, LLC**
Agency Code:	**MSA**	Address:	**5505 Tannerwood Drive**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89511**
If "No" please explain:	Not Applicable	Contact/Phone:	Harry Fahnestock 775/771-2117
		Vendor No.:	T27023028
		NV Business ID:	NV20091360104

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide respite care services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 13:46:13 PM
Division Approval	mstewa10	07/10/2018 13:46:16 PM
Department Approval	mstewa10	07/10/2018 13:46:19 PM
Contract Manager Approval	mstewa10	07/10/2018 13:46:21 PM
Budget Analyst Approval	aurruty	07/16/2018 15:22:48 PM
BOE Agenda Approval	lfree1	07/19/2018 13:42:30 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20530**

		Legal Entity Name:	The Children's Cabinet
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**The Children's Cabinet**
Agency Code:	**MSA**	Address:	**1090 South Rock Blvd.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89502**
If "No" please explain:	Not Applicable	Contact/Phone:	Kim Young 775/856-0346
		Vendor No.:	T80943883
		NV Business ID:	NV19851020784

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide child and family supportive services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$200,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:26:22 PM
Division Approval	mstewa10	07/10/2018 15:26:24 PM
Department Approval	mstewa10	07/10/2018 15:26:26 PM
Contract Manager Approval	mstewa10	07/10/2018 15:26:28 PM
Budget Analyst Approval	aurruty	07/16/2018 11:17:28 AM
BOE Agenda Approval	lfree1	07/19/2018 14:03:45 PM
BOE Final Approval	Pending	

Brian Sandoval
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MEMORANDUM

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From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20537**

		Legal Entity Name:	The Continuum
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**The Continuum**
Agency Code:	**MSA**	Address:	**3700 Grant Drive**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89509**
If "No" please explain:	Not Applicable	Contact/Phone:	Chris Werner 775/829-4700
		Vendor No.:	T80977207
		NV Business ID:	NV19921063635

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide adult daycare services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$15,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/10/2018 15:38:57 PM
Division Approval	mstewa10	07/10/2018 15:38:59 PM
Department Approval	mstewa10	07/10/2018 15:39:01 PM
Contract Manager Approval	mstewa10	07/10/2018 15:39:03 PM
Budget Analyst Approval	aurruty	07/16/2018 15:42:03 PM
BOE Agenda Approval	lfree1	07/17/2018 08:45:17 AM
BOE Final Approval	Pending	

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MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20506**

		Legal Entity Name:	The Embracing Project
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**The Embracing Project**
Agency Code:	**MSA**	Address:	**800 E. Charleston Blvd.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89104**
If "No" please explain:	Not Applicable	Contact/Phone:	Esther Brown 702/463-6929
		Vendor No.:	T29033715
		NV Business ID:	NV20071636975

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide services to sexually exploited youth statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 15:33:18 PM
Division Approval	mstewa10	07/05/2018 15:33:21 PM
Department Approval	mstewa10	07/05/2018 15:33:24 PM
Contract Manager Approval	mstewa10	07/05/2018 15:33:26 PM
Budget Analyst Approval	aurruty	07/13/2018 08:54:11 AM
BOE Agenda Approval	lfree1	07/16/2018 09:03:37 AM
BOE Final Approval	Pending	

Brian Sandoval
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STATE OF NEVADA
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MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20507**

		Legal Entity Name:	Transition Services, Inc.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**Transition Services, Inc.**
Agency Code:	**MSA**	Address:	**2408 Las Verdes St.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89102**
If "No" please explain:	Not Applicable	Contact/Phone:	Sally Rothfuss 702/383-1106
		Vendor No.:	T81029761
		NV Business ID:	NV19981182644

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide jobs and day training services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$50,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 15:34:09 PM
Division Approval	mstewa10	07/05/2018 15:34:11 PM
Department Approval	mstewa10	07/05/2018 15:34:13 PM
Contract Manager Approval	mstewa10	07/05/2018 15:34:17 PM
Budget Analyst Approval	aurruty	07/13/2018 08:59:45 AM
BOE Agenda Approval	lfree1	07/16/2018 09:02:14 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
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Jeffrey Haag
Administrator

STATE OF NEVADA
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Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

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I. DESCRIPTION OF CONTRACT

1. Contract Number: **20486**

		Legal Entity Name:	United Cerebral Palsy of Nevada
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**United Cerebral Palsy of Nevada**
Agency Code:	**MSA**	Address:	**740 Freeport Blvd.**
Appropriation Unit:	**9999 - All Categories**		**#101**
Is budget authority available?:	**Yes**	City/State/Zip	**Sparks, NV 89431**
If "No" please explain:	Not Applicable	Contact/Phone:	Monica Elsbrock 775/322-6555
		Vendor No.:	T80991075
		NV Business ID:	NV19501000183

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide job and day training, day habilitation and employment services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$25,000,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/05/2018 15:23:12 PM
Division Approval	mstewa10	07/05/2018 15:23:14 PM
Department Approval	mstewa10	07/05/2018 15:23:16 PM
Contract Manager Approval	mstewa10	07/05/2018 15:23:18 PM
Budget Analyst Approval	aurruty	07/13/2018 13:35:57 PM
BOE Agenda Approval	lfree1	07/13/2018 15:05:13 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20436**

		Legal Entity Name:	VERNA FABELLA-HICKS, PH.D.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**VERNA FABELLA-HICKS, PH.D.**
Agency Code:	**MSA**	Address:	**2881 BUSINESS PARK CT STE 150**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89128-9020**
If "No" please explain:	Not Applicable	Contact/Phone:	VERNA FABELLA HICKS 702/508-2112
		Vendor No.:	T29011771
		NV Business ID:	NV20131320044

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide clinical psychology services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$2,000,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?
    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?
    Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:
    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/03/2018 11:50:44 AM
Division Approval	mstewa10	07/03/2018 11:50:47 AM
Department Approval	mstewa10	07/03/2018 11:50:49 AM
Contract Manager Approval	mstewa10	07/03/2018 11:50:51 AM
Budget Analyst Approval	aurruty	07/12/2018 15:50:32 PM
BOE Agenda Approval	lfree1	07/13/2018 11:41:12 AM
BOE Final Approval	Pending	

Brian Sandoval
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Patrick Cates
Director

Jeffrey Haag
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20428**

		Legal Entity Name:	WESTCARE NEVADA, INC.
Agency Name:	**MSA MASTER SERVICE AGREEMENTS**	Contractor Name:	**WESTCARE NEVADA, INC.**
Agency Code:	**MSA**	Address:	**1711 WHITNEY MESA DR.**
Appropriation Unit:	**9999 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**HENDERSON, NV 89014**
If "No" please explain:	Not Applicable	Contact/Phone:	John E. Lee 702/385-2020
		Vendor No.:	T80928668
		NV Business ID:	NV19811004704

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Various Agencies**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide residential, intensive outpatient, and outpatient treatment for substance abuse and mental health issues statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$1,500,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services. Agency is satisfied.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	07/03/2018 11:45:18 AM
Division Approval	mstewa10	07/03/2018 11:45:21 AM
Department Approval	mstewa10	07/03/2018 11:45:24 AM
Contract Manager Approval	mstewa10	07/03/2018 11:45:26 AM
Budget Analyst Approval	aurruty	07/12/2018 16:19:01 PM
BOE Agenda Approval	lfree1	07/13/2018 14:49:49 PM
BOE Final Approval	Pending	

Brian Sandoval
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Jeffrey Haag
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STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

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Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	014	GOVERNOR'S OFFICE - OFFICE OF SCIENCE, INNOVATION AND TECHNOLOGY	WORCESTER POLYTECHNIC INSTITUTE	GENERAL	$12,200	
	Contract Description:	This is a new contract to provide a week-long professional development seminar/workshop which will increase personnel, professional development providers, and school team's knowledge about frameworks for high-quality STEM and Nevada's STEM rubric. In addition, the workshop will result in a finalized professional development plan to help guide Nevada schools interested in becoming designated as STEM schools.				
		Term of Contract:	07/13/2018 - 07/31/2018	Contract # 20294		
2.	015	GOVERNOR'S OFFICE OF FINANCE - INFORMATION TECHNOLOGY PROJECT	DICKINSON WRIGHT, PLLC	GENERAL	$45,000	Exempt
	Contract Description:	This a new contract to provide legal counsel for the SMART 21 request for proposal (RFP) to ensure all elements and verbiage for a cloud contract are included in the RFP in order to protect the state under the legal terms and conditions of its contract with the selected vendor for the SMART 21 project.				
		Term of Contract:	06/01/2018 - 09/01/2018	Contract # 20420		
3.	018	GOVERNOR'S OFFICE - OFFICE OF WORKFORCE INNOVATION	CLARK COUNTY SCHOOL DISTRICT-CAREER & TECHNICAL EDUCATION	FEDERAL	$31,920	
	Contract Description:	This is a new interlocal agreement which provides the Work-Based Learning grant for industry recognized credentials subsidization for Nevada high school seniors who are about to enter the workforce.				
		Term of Contract:	05/15/2018 - 06/30/2019	Contract # 20318		
4.	018	GOVERNOR'S OFFICE - OFFICE OF WORKFORCE INNOVATION	SOUTHERN NEVADA JOINT MGMT	OTHER: PRIVATE GRANT	$16,702	
	Contract Description:	This is a new contract to provide banquet services for the 2018 Governor's Education to Workforce Summit. The summit will be held in Las Vegas.				
		Term of Contract:	06/25/2018 - 06/30/2018	Contract # 20297		
5.	030	ATTORNEY GENERAL'S OFFICE - VICTIMS OF DOMESTIC VIOLENCE	COUNTY OF NYE	FEE: REVENUE	$10,000	
	Contract Description:	This is a new revenue interlocal contract to provide for the Victim Information and Notification System (VINE). The entities that will be using this system will cost share with the Office of the Attorney General.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20339		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
6.	030	ATTORNEY GENERAL'S OFFICE - TORT CLAIMS FUND	ELITE MEDICAL EXPERTS	OTHER: TORT CLAIM FUNDS	$20,000	
	Contract Description:	This is a new contract to provide expert witness testimony to determine the nature, etiology, extent and prognosis of alleged injuries caused by a state employee.				
		Term of Contract:	06/29/2018 - 06/30/2020	Contract # 20410		
7.	040	SECRETARY OF STATE'S OFFICE - SECRETARY OF STATE	DISTIL NETWORKS	GENERAL	$45,000	Sole Source
	Contract Description:	This is a new contract to provide automated services for bot migration as well as defense against malicious bots. The defensive services polices and mitigates against malicious automation software on the Internet.				
		Term of Contract:	06/28/2018 - 12/31/2019	Contract # 20418		
8.	053	TREASURER'S OFFICE - MILLENNIUM SCHOLARSHIP ADMINISTRATION	RAPID COLOR, INC.	OTHER: TRANSFER FROM ENDOWMENT ACCOUNT	$28,490	
	Contract Description:	This is a new contract to provide printing and mailing services to Nevada high school students eligible for the Governor Guinn Millennium Scholarship. Each eligible student receives a Millennium Scholarship packet that includes a letter from the State Treasurer to the student with their millennium scholarship identification number and other pertinent information, a certificate informing the student that they have been awarded the scholarship, and a millennium scholarship fact sheet.				
		Term of Contract:	06/29/2018 - 12/31/2019	Contract # 20348		
9.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	BUILDING CONTROL SERVICES, INC.	OTHER: BUILDINGS & GROUNDS BUILDING RENT INCOME REVENUE	$40,000	
	Contract Description:	This is a new contract that provides ongoing maintenance and repair services for Allerton temperature control system in various northern Nevada state-owned buildings.				
		Term of Contract:	07/12/2018 - 06/30/2022	Contract # 20260		
10.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	JMA CONSTRUCTION CO.	OTHER: BUILDINGS & GROUNDS BUILDING RENT INCOME REVENUE	$40,000	
	Contract Description:	This is a new contract to provide ongoing general contractor services to various northern Nevada state buildings on an as-needed basis.				
		Term of Contract:	07/12/2018 - 06/30/2022	Contract # 20248		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
11.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	NEVADA LANDCARE USA, LLC DBA LANDCARE	OTHER: BUILDINGS & GROUNDS BUILDING RENT INCOME REVENUE	$24,700	
	Contract Description:	This is the first amendment to the original contract which provides landscaping services to the Campos Building in Las Vegas. This amendment extends the termination date from July 31, 2018 to July 31, 2020 and increases the maximum amount from $25,200 to $49,900 due to the continued need for these services.				
		Term of Contract:	08/01/2016 - 07/31/2020	Contract # 17932		
12.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - HEALTH AND HUMAN SERVICES CIP PROJECTS - NON-EXEC	CIVILWORKS, INC.	BONDS	$29,960	Professional Service
	Contract Description:	This is the third amendment to the original contract that provides professional architectural/engineering services for the sanitary sewer rehabilitation projects at the Southern Nevada Adult Mental Health Services, Southern Nevada Child and Adolescent Services main campus and the Desert Regional Center: CIP Project No. 15-M14; SPWD Contract No. 109974. This amendment increases the maximum amount from $70,535 to $100,495 to provide additional construction administration services.				
		Term of Contract:	01/29/2016 - 06/30/2019	Contract # 17432		
13.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - DATA COMMUNICATIONS AND NETWORK ENGINEERING	CURTIS & SONS CONSTRUCTION, INC.	FEE: USER	$48,123	
	Contract Description:	This is the second amendment to the original contract which provides ongoing maintenance on Capitol Complex vault infrastructure, to ensure they do not fail due to manmade or natural disasters. This amendment extends the termination date from June 30, 2018, to June 30, 2019, and increases the maximum amount from $55,382 to $103,505 due to an increased number of vaults to be serviced.				
		Term of Contract:	06/24/2016 - 06/30/2019	Contract # 17942		
14.	240	DEPARTMENT OF VETERANS SERVICES - SOUTHERN NEVADA VETERANS HOME ACCOUNT	ROBERT A FIELDEN, INC. DBA RAFI ARCHITECTURE AND DESIGN	OTHER: PRIVATE/COUNTY 35% FEDERAL 65%	$19,800	Professional Service
	Contract Description:	This is a new contract to provide architectural services to increase safety and modernize the seven existing shower rooms located in the Southern Nevada State Veterans Home.				
		Term of Contract:	07/09/2018 - 07/08/2020	Contract # 20234		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
15.	332	DEPARTMENT OF ADMINISTRATION - NEVADA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS - STATE LIBRARY	CALIFA GROUP	GENERAL	$22,000	
	Contract Description:	This is a new contract to provide an emerging technology pilot project centered on the deployment of virtual reality in Nevada libraries through the Emerging Technology Early Adopter Program.				
		Term of Contract:	06/20/2018 - 12/31/2018	Contract # 20003		
16.	400	DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIRECTOR'S OFFICE - PROBLEM GAMBLING	PROBLEM GAMBLING SOLUTIONS	OTHER: SLOT TAX	$41,000	Sole Source
	Contract Description:	This is the third amendment to the original contract, which provides technical assistance to grantees, and assists the Grants Management Unit, Advisory Committee on Problem Gambling (ACPG), and to the ACPG groups. This amendment extends the termination date from June 30, 2018 to June 30, 2019 and increases the maximum amount from $174,526 to $215,526 due to an increased need for these services.				
		Term of Contract:	07/01/2014 - 06/30/2019	Contract # 15814		
17.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - FEDERAL PROGRAMS AND ADMINISTRATION	NEVADA BROADCASTERS ASSOCIATION	FEDERAL	$15,000	Sole Source
	Contract Description:	This is a new contract to provide an outreach radio campaign in English and Spanish, when appropriate, which markets and promotes public awareness of the Senior Medicare Program to help prevent Medicare fraud.				
		Term of Contract:	07/11/2018 - 05/31/2021	Contract # 20463		
18.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - RURAL REGIONAL CENTER	CHURCHILL COUNTY	OTHER: REVENUE	$20,000	
	Contract Description:	This is a new revenue interlocal agreement to provide services to children with intellectual and developmental disabilities. This agreement will automatically renew each year unless terminated by either party.				
		Term of Contract:	Unlimited	Contract # 20417		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
19.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - RURAL REGIONAL CENTER	HUMBOLDT COUNTY	OTHER: REVENUE	$40,000	
	Contract Description:	This is a new revenue interlocal agreement to provide services to children with intellectual and developmental disabilities. This agreement will automatically renew each year unless terminated by either party.				
		Term of Contract:	Unlimited	Contract # 20317		
20.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - RURAL REGIONAL CENTER	COUNTY OF LANDER	OTHER: REVENUE	$10,000	
	Contract Description:	This is a new revenue interlocal agreement to provide services to children with intellectual and developmental disabilities. This agreement will automatically renew each year unless terminated by either party.				
		Term of Contract:	Unlimited	Contract # 20319		
21.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - HOME AND COMMUNITY-BASED SERVICES	CAPTIONS UNLIMITED OF NEVADA	GENERAL 25% OTHER: PUC 50% FEDERAL 25%	$24,950	
	Contract Description:	This is a new contract to provide ongoing Communication Access Realtime Translation/Transliteration services for public meetings supported by the division.				
		Term of Contract:	09/16/2018 - 09/15/2020	Contract # 20323		
22.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	DEPARTMENT OF ADMINISTRATION	GENERAL 50% FEDERAL 50%	$39,573	
	Contract Description:	This is the fourth amendment to the original interlocal contract which continues ongoing services ensuring those entitled are afforded the right to an appeal process when refused Medicaid benefits. This amendment increases the maximum amount from $174,436 to $214,009 due to an increase in utilization of these services since implementation.				
		Term of Contract:	07/01/2013 - 06/30/2021	Contract # 14079		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
23.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	BUDGET FENCE COMPANY	GENERAL	$32,521	
	Contract Description:	This is a new contract to continue installation and repair of existing fencing that secures Stein Hospital.				
		Term of Contract:	06/20/2018 - 07/31/2020	Contract # 20078		
24.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	NEVADA CHILLER AND BOILER, INC.	GENERAL	$24,500	
	Contract Description:	This is a new contract to provide maintenance or repair to the Carrier chiller and air handler located in the Dini-Townsend Hospital rapid stabilization unit.				
		Term of Contract:	07/16/2018 - 06/30/2021	Contract # 20125		
25.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - BEHAVIORAL HEALTH PREVENTION AND TREATMENT	CARAHSOFT TECHNOLOGY CORPORATION	FEDERAL	$27,768	
	Contract Description:	This is a new work plan under Master Service Agreement #18855 which provides cloud-hosted software application used to track Naloxone, including licensing and subscription and various activities to set up and deploy the application.				
		Term of Contract:	07/03/2018 - 06/30/2020	Contract # 20322		
26.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - PUBLIC HEALTH PREPAREDNESS PROGRAM	UNIVERSITY OF PITTSBURGH	FEDERAL	$23,063	Exempt
	Contract Description:	This is the first amendment to the original interlocal agreement that continues ongoing monitoring to access and analyze real-time data on over-the-counter drug sales for public health surveillance. This amendment extends the termination date from June 30, 2018 to June 30, 2020 and increases the maximum amount from $23,739.66 to $46,802.19 due to continued need for these services.				
		Term of Contract:	07/01/2016 - 06/30/2020	Contract # 18071		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
27.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - RURAL CLINICS	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO -UNIVERSITY OF NEVADA, RENO SCHOOL OF MEDICINE	GENERAL	$31,500	Exempt
	Contract Description:	This is a new interlocal agreement to provide weekly clinical consultation to clinicians and psychology interns.				
		Term of Contract:	07/01/2018 - 06/30/2019	Contract # 20089		
28.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - ENERGY ASSISTANCE PROGRAM	LYON COUNTY	OTHER: UNIVERSAL ENERGY CHARGE 68% FEDERAL 32%	$10,000	
	Contract Description:	This is a new contract to provide ongoing services for the Energy Assistance Program intake sites to provide application assistance for cost of home energy to low income and senior populations of Nevada.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 19877		
29.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SUMMIT VIEW YOUTH CENTER	ANYTIME PLUMBING, INC.	GENERAL	$28,120	
	Contract Description:	This is a new contract that continues ongoing plumbing and HVAC repairs on an as needed basis.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20154		
30.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SUMMIT VIEW YOUTH CENTER	BUDGET FENCE COMPANY	GENERAL	$38,400	
	Contract Description:	This is a new contract to provide emergency repair services for fences, gates, openers, razor wire, anti-climb mesh and associated equipment on an as needed basis.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20161		
31.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SUMMIT VIEW YOUTH CENTER	CHILL RITE HVAC AND MECHANICAL	GENERAL	$27,048	
	Contract Description:	This is a new contract to provide inspection, repair and maintenance of heating, ventilation, air conditioning and refrigeration equipment.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20152		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
32.	440	DEPARTMENT OF CORRECTIONS - DIRECTOR'S OFFICE	MICHELE A. COWEE DBA SIERRA DIETETICS	GENERAL	$2,800	
	Contract Description:	This is the first amendment to the original contract that provides ongoing review and certification of all department menus to ensure compliance with state and federal government requirements for dietary allowance and special religious dietary requirements. This amendment increases the maximum amount from $8,400 to $11,200 to allow for additional hours needed to revise and consolidate institutional menus.				
		Term of Contract:	07/01/2017 - 06/30/2021	Contract # 18759		
33.	440	DEPARTMENT OF CORRECTIONS - DIRECTOR'S OFFICE	WASHOE COUNTY SHERIFFS OFFICE	GENERAL	$12,977	
	Contract Description:	This is a new interlocal agreement to provide ongoing forensic services for obtaining usable physical evidence for administrative proceedings and criminal prosecutions. This includes PREA evidence, drugs, swab and fluid tests for investigative support.				
		Term of Contract:	07/01/2018 - 06/30/2019	Contract # 20095		
34.	440	DEPARTMENT OF CORRECTIONS - ELY STATE PRISON	DESERT BOILERS & CONTROLS, INC.	GENERAL	$19,526	
	Contract Description:	This is a new contract to provide repairs on one of three boilers located at Ely State Prison. Contract 19643 expired before services could be provided due to unforeseen delays procuring the necessary parts to complete the service. No payments for incomplete services or parts were made under the previous contract. Final payment for completed services, including parts, will be made pursuant to this new contract.				
		Term of Contract:	06/19/2018 - 06/30/2018	Contract # 20207		
35.	440	DEPARTMENT OF CORRECTIONS - CASA GRANDE TRANSITIONAL HOUSING	PIPE MAINTENANCE SERVICE, INC.	GENERAL	$12,468	
	Contract Description:	This is the second amendment to the original contract which provides ongoing grease trap pumping services at the following correctional facilities located in Southern Nevada; Casa Grande Transitional Housing, High Desert State Prison, Florence McClure Women's Correctional Center, Southern Desert Correctional Center, Three Lakes Conservation Camp, and Jean Conservation Camp. This amendment extends the contract termination date from June 30, 2018 to December 31, 2018, and increases the maximum amount of the contract from $89,579.00 to $102,047.50 to prevent interruption of services during the transition to a new vendor.				
		Term of Contract:	07/01/2014 - 12/31/2018	Contract # 15597		
36.	611	GAMING CONTROL BOARD	GRAPHIC IMAGING SERVICES, INC.	GENERAL	$17,000	
	Contract Description:	This is a new contract to provide document scanning and conversion into a PDF format so that documents can be stored electronically.				
		Term of Contract:	06/29/2018 - 06/29/2020	Contract # 20376		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
37.	651	DEPARTMENT OF PUBLIC SAFETY - NEVADA HIGHWAY PATROL DIVISION	FELICITAS HERNANDEZ	HIGHWAY	$17,120	
	Contract Description:	This is a new contract to provide ongoing janitorial services at the Nevada Highway Patrol office in Fernley.				
		Term of Contract:	01/01/2019 - 12/31/2022	Contract # 20146		
38.	651	DEPARTMENT OF PUBLIC SAFETY - NEVADA HIGHWAY PATROL DIVISION	MINERAL COUNTY HOSPITAL DIST	HIGHWAY	$16,000	
	Contract Description:	This is a new contract to provide blood draw services for evidentiary purposes when a person is arrested on suspicion of driving under the influence of drugs and/or alcohol.				
		Term of Contract:	07/02/2018 - 06/30/2022	Contract # 20301		
39.	651	DEPARTMENT OF PUBLIC SAFETY - NEVADA HIGHWAY PATROL DIVISION	PERSHING GENERAL HOSPITAL	HIGHWAY	$12,000	
	Contract Description:	This is a new contract to provide blood draw services for evidentiary purposes when a person is arrested on suspicion of driving under the influence of drugs and/or alcohol.				
		Term of Contract:	07/02/2018 - 06/30/2022	Contract # 20303		
40.	651	DEPARTMENT OF PUBLIC SAFETY - NEVADA HIGHWAY PATROL DIVISION	COUNTY OF WHITE PINE	HIGHWAY	$15,000	
	Contract Description:	This is a new interlocal agreement to provide blood draw services for evidentiary purposes when a person is arrested on suspicion of driving under the influence of drugs and/or alcohol.				
		Term of Contract:	07/12/2018 - 06/30/2022	Contract # 20321		
41.	654	DEPARTMENT OF PUBLIC SAFETY - DIVISION OF EMERGENCY MANAGEMENT	GLOBAL 7 ENVIRONMENTAL HEALTH & SAFETY CORPORATION	FEDERAL	$24,762	
	Contract Description:	This is a new contract to provide Federal Emergency Management Agency training in the use of the Emergency Management Institute - National Incident Management System.				
		Term of Contract:	07/12/2018 - 06/30/2020	Contract # 20179		
42.	660	DEPARTMENT OF PUBLIC SAFETY - PAROLE BOARD	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION, OBO - SYSTEM COMPUTING SERVICES	GENERAL	$32,624	
	Contract Description:	This is a new interlocal agreement to provide ongoing NevadaNet interactive video connectivity for the Nevada Board of Parole Commissioners at their offices located in Las Vegas and Carson City.				
		Term of Contract:	07/01/2017 - 06/30/2019	Contract # 20567		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
43.	702	DEPARTMENT OF WILDLIFE – WILDLIFE CIP – NON-EXEC	SUMMIT ENGINEERING CORPORATION	BONDS 25% FEDERAL 75%	$24,999	Professional Service
	Contract Description:	This is the second amendment to the original contract which provides engineering and surveying services statewide. This amendment increases the maximum amount from $99,999 to $124,998 due to an increased need for these services.				
		Term of Contract:	11/04/2015 - 09/30/2019	Contract # 17189		
44.	702	DEPARTMENT OF WILDLIFE - HABITAT	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO UNIVERSITY OF NEVADA,RENO	FEDERAL	$47,000	
	Contract Description:	This is a new intrastate agreement to provide research on the overall dynamics and health of aspen throughout montane regions to identify and prioritize aspen stands for restoration.				
		Term of Contract:	07/16/2018 - 12/31/2020	Contract # 20335		
45.	702	DEPARTMENT OF WILDLIFE - HABITAT	WASHOE STOREY CONSERVATION	FEE: HABITAT CONSERVATION	$40,000	
	Contract Description:	This is a new interlocal agreement to provide wildlife habitat and ecological restoration services.				
		Term of Contract:	07/09/2018 - 06/30/2021	Contract # 19905		
46.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS	HYYTINEN ENGINEERING	GENERAL	$30,000	
	Contract Description:	This is a new contract to provide structural design and administration of the new visitor center located at Ice Age Fossil State Park.				
		Term of Contract:	07/16/2018 - 07/15/2019	Contract # 20511		
47.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS	MAVERICK HELICOPTERS, INC.	OTHER: REVENUE	$11,000	
	Contract Description:	This is a new revenue contract to provide helicopter wedding ceremonies and group events at Valley of Fire State Park.				
		Term of Contract:	07/17/2018 - 06/30/2020	Contract # 20569		
48.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS	SUNDANCE HELICOPTERS, INC.	OTHER: REVENUE	$11,000	
	Contract Description:	This is a new revenue contract to provide helicopter wedding ceremonies and group events at Valley of Fire State Park.				
		Term of Contract:	07/16/2018 - 06/30/2020	Contract # 20515		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
49.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS	STATISTICAL RESEARCH, INC. DBA ALTSCHUL RESEARCH, INC.	GENERAL	$44,980	
	Contract Description:	This is a new contract to provide a historic context report for the Ice Age Fossil State Park which is required for cultural resource clearances of the area.				
		Term of Contract:	06/25/2018 - 12/28/2018	Contract # 20230		
50.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS - MAINTENANCE OF STATE PARKS – NON-EXEC	BUDGET DRILLING, LLC	OTHER: UTILITY SURCHARGE	$19,937	
	Contract Description:	This is a new contract to provide service and replacement of the failed well pump motor and cable at Valley of Fire State Park.				
		Term of Contract:	02/18/2018 - 06/30/2018	Contract # 20238		
51.	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - WATER RESOURCES - DIXIE CREEK TEN MILE GROUND WATER – NON-EXEC	U.S. DEPARTMENT OF THE INTERIOR	OTHER: WATER DISTRICT ASSESSMENTS	$37,241	
	Contract Description:	This is the first amendment to the original joint funding agreement to provide for modeling studies in the Lower Humboldt River Basin to determine surface water and ground water interaction. This amendment increases the maximum amount from $218,500 to $255,741 due to the increase in cooperative matching funds.				
		Term of Contract:	04/01/2017 - 12/31/2019	Contract # 18413		
52.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - ADMINISTRATION	EMPIRE TODAY	GENERAL	$13,950	
	Contract Description:	This is a new contract to provide replacement of the flooring in the Las Vegas office.				
		Term of Contract:	07/03/2018 - 08/31/2018	Contract # 20315		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
53.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - ADMINISTRATION	RHP MECHANICAL SYSTEMS	GENERAL 65% OTHER: NURSERY SALES-11%, FORESTRY HONOR CAMP-24%	$18,240	
	Contract Description:	This is the first amendment to the original contract to provide ongoing heating and air conditioning system, water treatment and plumbing repair services at the Western Region facility, Washoe Nursery, Sierra Front Interagency Dispatch Center and Air Operations facility. This amendment increases the maximum amount from $97,849 to $116,089 due to the addition of two facilities.				
		Term of Contract:	04/10/2018 - 04/30/2022	Contract # 19714		
54.	707	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS REVOLVING ACCOUNT-NON-EXEC	OLD REPUBLIC TITLE COMPANY OF NEVADA	GENERAL 50% FEE: TAHOE MITIGATION 50%	$10,000	
	Contract Description:	This is a new contract to provide title and escrow services to facilitate various programs related to acquisition and disposal transactions and the Nevada Land Bank program, the Environmental Improvement program, and other land management activities.				
		Term of Contract:	07/03/2018 - 06/30/2019	Contract # 20338		
55.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE - INSURANCE REGULATION	PENNA POWERS, INC.	FEDERAL	$44,000	
	Contract Description:	This is a new contract to provide, develop and implement an integrated marketing communications plan which educates all Nevadans who purchase insurance on various topics, including the basic principles of the wide variety of insurance products and general branding for the division.				
		Term of Contract:	06/25/2018 - 09/30/2018	Contract # 20080		
56.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	EIDE BAILLY, LLP	OTHER: BUSINESS ENTERPRISE SET-ASIDE	$48,730	Professional Service
	Contract Description:	This is a new contract that continues ongoing independent vendor audits of Business Enterprises of Nevada facilities that generate annual gross revenues in excess of $150,000.				
		Term of Contract:	07/24/2018 - 04/30/2021	Contract # 20277		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
57.	B009	LICENSING BOARDS AND COMMISSIONS - FUNERAL AND CEMETERY SERVICES	ROBISON, SHARP, SULLIVAN & BRUST, LTD.	FEE: LICENSURE	$37,618	
	Contract Description:	This is a new contract to provide legal representation on as needed basis during litigation.				
		Term of Contract:	07/10/2018 - 06/30/2020	Contract # 20403		
58.	B022	LICENSING BOARDS AND COMMISSIONS - PHARMACY	EDULOKA DBA INLUMON	FEE: LICENSURE	$38,244	
	Contract Description:	This is a new contract for licensing software and software maintenance services.				
		Term of Contract:	07/03/2018 - 06/30/2019	Contract # 20280		

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20294**

		Legal Entity Name:	Worcester Polytechnic Institute
Agency Name:	**OFFICE OF SCIENCE, INNOVATION AND TECHNOLOGY**	Contractor Name:	**Worcester Polytechnic Institute**
Agency Code:	**014**	Address:	**100 Institute Road**
Appropriation Unit:	**1003-10**		
Is budget authority available?:	**Yes**	City/State/Zip	**Worhester, MA 01609-2280**
If "No" please explain:	Not Applicable	Contact/Phone:	Mia Dubosarsky 508-831-5000
		Vendor No.:	
		NV Business ID:	EXEMPT - 501(c)

To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: ASD 2829757

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/13/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/31/2018**

Contract term: **18 days**

4. Type of contract: **Contract**

Contract description: **Professional Develop**

5. Purpose of contract:

This is a new contract to provide a week-long professional development seminar/workshop which will increase personnel, professional development provider's, and school team's knowledge about frameworks for high-quality STEM and Nevada's STEM rubric. In addition, the workshop will result in a finalized professional development plan to help guide Nevada schools interested in becoming designated as STEM schools.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$12,200.00**

Other basis for payment: $2,000/per day for prof dev.;travel expenses estimated at $2,200 for entire week, invoice will include exact fee based upon receipts. Travel expenses to be paid at the current GSA rates.

II. JUSTIFICATION

7. What conditions require that this work be done?

One of OSIT's performance measures is to increase the number of schools that qualify as Governor designated STEM Schools.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees lack the 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):

Education Commission of the States
Battelel
Worchester Polytechnic Institute

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

After looking at other institutes, this vendor created a STEM Leadership Academy with successful results that OSIT would like to duplicate.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

501(c)

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Brian Mitchell, Director Ph: 687-0987

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	07/10/2018 11:36:40 AM
Division Approval	ssands	07/10/2018 11:36:43 AM
Department Approval	ssands	07/12/2018 10:38:08 AM
Contract Manager Approval	ssands	07/12/2018 10:38:11 AM
Budget Analyst Approval	cbrekken	07/13/2018 12:52:11 PM

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Nevada State Business License "Other" Exemption

☒ Application
☐ Renewal

USE BLACK INK ONLY - DO NOT HIGHLIGHT

PRINT LEGIBLY OR TYPE ALL INFORMATION

Completing this form DOES NOT relieve you of any statutory or regulatory requirements relating to your business. You may be required to complete a Nevada Business Registration form with the Nevada Department of Taxation and Department of Employment, Training and Rehabilitation. Please check with these and other state/local government agencies for additional licensing requirements.

* Asterisks indicate **required** information. Incomplete forms will be rejected.

INSTRUCTIONS:

1. This form is for a business that is not a sole proprietor, partnership or that is not required to organize pursuant to Title 7 of Nevada Revised Statutes and claims an exemption for the State Business License provisions of NRS 76.020.
2. If you are exempt from the requirements of the State Business License pursuant to NRS 76.020 enter the applicable code in Section 4:
   001 - A governmental entity
   002 - 501(c) Nonprofit Entity
   006 - Insurance company doing business pursuant to NRS 680B.020 that does not conduct any business that is not incidental to Title 57 (Div. of Ins. Authority).
3. Return the completed form to the Secretary of State by fax to (775) 684-5725; by email to **newfilings@sos.nv.gov**; or, by mail to 202 North Carson Street, Carson City, Nevada 89701-4201.
4. The person claiming exemption from the State Business License requirement must sign the application.

FORM WILL BE RETURNED IF UNSIGNED.

1* Signature must be that of a responsible party.

I declare under penalty of perjury that the information provided is true, correct and complete to the best of my knowledge and belief and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State. I declare that I am exempt from the provisions of the State Business License pursuant to NRS 76.020.

First Name	Middle (Optional)	Last Name	Suffix	Title
Mary	Jane	Peck		Assoc Controller

X Mary Jane Peck
Signature of Responsible Party

7-11-18
Date

2 NV Business ID # _____ (Required if you have a current Nevada State Business License or had one issued after October 1, 2009)

3* Entity Name: Worcester Polytechnic Institute

4* I am exempt from the requirements of the State Business License. Cite exemption code: 002 (See instructions for code)

If claiming 001 exemption: I declare that this entity is an incorporated or unincorporated agency of instrumentality of the U.S. government or any state government; a corporation wholly owned by the U.S. government, or county, city, district, or other political subdivision of a state.

If claiming 006 exemption provide Nevada Division of Insurance License # _____

5* Physical Address

Physical Street Address	City	State	Zip Code
100 Institute Road	Worcester	MA	01609

6 Mailing Address (if different)

PO Box or Street Address	City	State	Zip Code

7 Entity Phone (508) 831-5000

8 Email Address: mjpeck@wpi.edu

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20420**

		Legal Entity Name:	DICKINSON WRIGHT PLLC
Agency Name:	**GOVERNOR'S FINANCE OFFICE**	Contractor Name:	**DICKINSON WRIGHT PLLC**
Agency Code:	**015**	Address:	**8363 WEST SUNSET ROAD, STE 200**
Appropriation Unit:	**1325-10**		
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89113**
If "No" please explain:	Not Applicable	Contact/Phone:	GREG GEMIGNANI 702-809-3554
		Vendor No.:	T32003657
		NV Business ID:	NV20101592160

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

Due to the critical need for review of the Request for Proposal for the State's replacement of Human Resource and Financial Management systems. The RFP will be going out August 31, 2018, and the attorneys need ample time to review.

3. Termination Date: **09/01/2018**

Contract term: **92 days**

4. Type of contract: **Contract**

Contract description: **SMART 21**

5. Purpose of contract:

This a new contract to provide legal council for the SMART 21 request for proposal (RFP) to ensure all elements and verbiage for a cloud contract are included in the RFP in order to protect the state under the legal terms and conditions of its contract with the selected vendor for the SMART 21 project.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$45,000.00**

Other basis for payment: $15,000 per month - June, July, August 2018

II. JUSTIFICATION

7. What conditions require that this work be done?

The State of Nevada is in the process of a large Enterprise Resource Plan (ERP) to replace multiple operating systems to include human resources, finance, budget, purchasing, grants and asset management. The goal of this project is to provide consistent, efficient and effective operating systems statewide that interface with each other to provide the user with shared flexible, integrative and robust business solutions.

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 preform the job duties.

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. Soliciation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise in cloud contracting.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

    Annette Teixeira, null Ph: 775-684-3343

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lmars1	06/29/2018 16:33:54 PM
Division Approval	lmars1	06/29/2018 16:33:57 PM
Department Approval	lmars1	06/29/2018 16:34:00 PM
Contract Manager Approval	lmars1	06/29/2018 16:34:03 PM
Budget Analyst Approval	cbrekken	07/12/2018 08:13:53 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: **20318**

		Legal Entity Name:	Clark County School District-Career & Technical Education
Agency Name:	**OFFICE OF WORKFORCE INNOVATION**	Contractor Name:	**Clark County School District-Career & Technical Education**
Agency Code:	**018**	Address:	**3950 South Pecos-McLeod**
Appropriation Unit:	**1004-15**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89121**
If "No" please explain:	Not Applicable	Contact/Phone:	702-779-8462
		Vendor No.:	
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	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 #: 2829826

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/15/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **Yes**

   If "Yes", please explain

The Governor's Office of Workforce Innovation ('OWINN') respectfully requests approval of the attached contract with the Clark County School District('CCSD'), retroactive to May 15, 2018, in order to implement the 2018-2019 Work Based Learning (WBL) Grant for Industry Recognized Credentials Subsidization for Nevada High Schools for the FY 18-19 school year, commencing August 13, 2018.
Please see attached the complete retroactive memorandum in additional information.

3. Termination Date: **06/30/2019**
   Contract term: **1 year and 46 days**
4. Type of contract: **Interlocal Agreement**
   Contract description: **Clark County School**
5. Purpose of contract:

This is a new interlocal agreement which provides the Work-Based Learning grant for industry recognized credentials subsidization for Nevada high school seniors who are about to enter the workforce.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$31,920.00**
   Other basis for payment: $240/maximum funding per student

II. JUSTIFICATION

7. What conditions require that this work be done?

In alignment with the Workforce Innovation and Opportunity Act (WIOA), OWINN offered Nevadan school districts the opportunity to apply for subsidization towards industry-recognized credentials for high school seniors who are about to enter the workforce and to support student pursuing industry-recognized credentials - particularly high school seniors with financial ability to pay for credentials.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees are not licensed to administer the credentials testing; therefore, Headmaster LLP will proctor the exams. However, Nevadas State Board of Nursing will be paid to issue the licenses for each student who successfully completes the credentials test with Headmaster LLP.

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. Soliciation Waiver: **Not Applicable**

   c. Why was this contractor chosen in preference to other?

   d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

    Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:
    Ansara Marino, Program Administrator/Officer Ph: 702-486-2502

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	06/27/2018 08:02:54 AM
Division Approval	ssands	06/27/2018 08:02:58 AM
Department Approval	ssands	06/27/2018 08:03:02 AM
Contract Manager Approval	ssands	06/27/2018 08:03:05 AM
Budget Analyst Approval	tgreenam	06/27/2018 14:08:24 PM

MEMORANDUM

DATE: June 15, 2018

TO: Clerk of the Board
Board of Examiners (BOE)

FROM: Manny Lamarre, Executive Director
Governor's Office of Workforce Innovation (OWINN)

SUBJECT: RETROACTIVE CONTRACT REQUEST
Clark County School District
Career and Technical Education

RE: *2018-2019 Work-Based Learning (WBL) Grant for Industry Recognized Credentials Subsidization for Nevada High Schools*

The Governor's Office of Workforce Innovation ('OWINN') respectfully requests approval of the attached contract with the Clark County School District ('CCSD'), retroactive to May 15, 2018, in order to implement the *2018-2019 Work-Based Learning (WBL) Grant for Industry Recognized Credentials Subsidization for Nevada High Schools* for the FY 18/19 school year, commencing **August 13, 2018.**

Making the *2018-2019 Work-Based Learning (WBL) Grant for Industry Recognized Credentials Subsidization for Nevada High Schools* available to support the workforce development initiatives of the state is in alignment with the Workforce Innovation and Opportunity Act (WIOA) for are about to enter the workforce, particularly with certifications that aligns to the state's priority industry. The changing labor-market requires more individuals to attain industry-recognized credentials to be successful in the workforce. With this grant, OWINN is supporting Clark County School District's effort to scale the number of students pursing industry-recognized credentials – particularly high school seniors without the financial ability to pay for credentials.

After CCSD informed OWINN of their application, OWINN needed to develop the budget to fund the program and develop the Scope of Work. During that time, CCSD purchased the credential testing vouchers before the budget and Scope of Work were completed so their students could proceed with testing preparation and scheduling during Summer

2018. To avoid any further delay in the implementation of this initiative, OWINN is requesting BOE approval effective May 15, 2018.

Thank you very much for your consideration of this request.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20297**

		Legal Entity Name:	SOUTHERN NEVADA JOINT MGMT
Agency Name:	**OFFICE OF WORKFORCE INNOVATION**	Contractor Name:	**SOUTHERN NEVADA JOINT MGMT**
Agency Code:	**018**	Address:	**CULINARY & BARTENDERS FUND**
Appropriation Unit:	**1004-17**		**710 W LAKE MEAD BLVD**
Is budget authority available?:	**Yes**	City/State/Zip	**NORTH LAS VEGAS, NV 89030-4067**
If "No" please explain:	Not Applicable	Contact/Phone:	702/924-2100
		Vendor No.:	T81050340
		NV Business ID:	NV20161470319

To what State Fiscal Year(s) will the contract be charged? **2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**National Governor's Association Work-Based Learning Grant-Round 2 Award**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/25/2018**

Anticipated BOE meeting date 06/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **5 days**

4. Type of contract: **Contract**

Contract description: **WBL Summit**

5. Purpose of contract:

This is a new contract to provide banquet services for the 2018 Governor's Education to Workforce Summit. The summit will be held in Las Vegas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$16,702.40**

II. JUSTIFICATION

7. What conditions require that this work be done?

One of the requirements of OWINN's National Governor's Association (NGA) Work-Based Learning (WBL) Round 2 Grant is to hold a Nevada Governor's WBL Summit in order to rally stakeholders from business and education around the Governor's Vision for WBL. The goal of the Summit is to communicate the state's vision and engage key state and local partners in planned activities and strategies designed to attain the Governor's vision. The grant award has approve funding for food and beverage expenditures.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Smith Center where the event will be held is a local governmental agency and the approved catering services they allow into their facility are Wolfgang Puck Four Seasons Las Vegas, The Culinary Academy of Las Vegas, and Cut & Taste. When the Smith Center priced out the event's catering services to these vendors, the Culinary Academy of Las Vegas had the lowest prices. In addition, the food preparation and waitservice will be provided by Nevadans who are participants and recipients of training funded by Nevada's workforce development programs, (DETR, Workforce Connections, etc.). Moreover, the mission of the Culinary Academy and workforce training of under-represented populations fits one of the purposes and theme of the Governor's Education to Workforce Conference.

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):

Culinary Academy of Las Vegas
Cut & Taste
Culinary Arts Catering
Four Seasons Las Vegas
Wolfgang Puck Fine Dining Group

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Starting in 2000 to current for various agencies and is satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

State Organization

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Ansara Martino, Program Administrator/Officer Ph: 702-486-2502

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ddav12	06/19/2018 10:57:22 AM
Division Approval	ddav12	06/19/2018 10:57:25 AM
Department Approval	ddav12	06/19/2018 10:57:28 AM
Contract Manager Approval	ddav12	06/19/2018 10:57:31 AM
Budget Analyst Approval	tgreenam	06/25/2018 13:58:01 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20339**

		Legal Entity Name:	NYE, COUNTY OF
Agency Name:	**ATTORNEY GENERAL'S OFFICE**	Contractor Name:	**NYE, COUNTY OF**
Agency Code:	**030**	Address:	**NYE COUNTY SHERIFFS OFFICE**
Appropriation Unit:	**1042-00**		**P.O. BOX 831**
Is budget authority available?:	**Yes**	City/State/Zip	**TONOPAH, NV 89049**
If "No" please explain:	Not Applicable	Contact/Phone:	775/751-7015
		Vendor No.:	T80044560AF
		NV Business ID:	govt entity

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	**X**	Fees	**100.00 %**	**REVENUE**
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **Revenue Contract**
   Contract description: **VINE system**

5. Purpose of contract:

This is a new revenue interlocal contract to provide for the Victim Information and Notification System (VINE). The entities that will be using this system will cost share with the Office of the Attorney General.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$10,000.00**

Payment for services will be made at the rate of $2,500.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 178.4715 a victim may request the Administrator or the Administrator's designee to notify them of an offender's discharge, conditional release or escape from the custody of the Administrator. The VINE system has been implemented so that this notification is an automated process removing this task from the individual jurisdictions and creating a more expedient method of notification.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a revenue contract that does not require work to be done by State employees

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:
Debbie Tanaka, MAIV Ph: 775-684-1110

20. Contract Status:
Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cschonl1	06/26/2018 14:51:38 PM
Division Approval	cschonl1	06/26/2018 14:51:40 PM
Department Approval	cschonl1	06/26/2018 14:51:42 PM
Contract Manager Approval	cschonl1	06/26/2018 14:51:44 PM
Budget Analyst Approval	hfield	06/29/2018 11:18:58 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20410**

		Legal Entity Name:	ELITE MEDICAL EXPERTS
Agency Name:	**ATTORNEY GENERAL'S OFFICE**	Contractor Name:	**ELITE MEDICAL EXPERTS**
Agency Code:	**030**	Address:	**6340 N CAMPBELL AVE STE 200**
Appropriation Unit:	**1348-15**		
Is budget authority available?:	**Yes**	City/State/Zip	**TUCSON, AZ 85718-3184**
If "No" please explain:	Not Applicable	Contact/Phone:	888/790-1399
		Vendor No.:	T27039242
		NV Business ID:	NV20161181984

To what State Fiscal Year(s) will the contract be charged? **2018-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**TORT CLAIM FUNDS**

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/29/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **No**

   If "Yes", please explain

   Not Applicable

3. Termination Date: **06/30/2020**
   Contract term: **2 years and 2 days**

4. Type of contract: **Contract**
   Contract description: **Expert Witness**

5. Purpose of contract:

   This is a new contract to provide expert witness testimony to determine the nature, etiology, extent and prognosis of alleged injuries caused by a state employee.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$20,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

   These services will provide expert witness testimony for ongoing litigation.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

   State employees do not have experience in this area of expertise.

9. Were quotes or proposals solicited? No
   Was the solicitation (RFP) done by the Purchasing Division? No

   a. List the names of vendors that were solicited to submit proposals (include at least three):

   Not Applicable

   b. Soliciation Waiver: **Not Applicable**

   c. Why was this contractor chosen in preference to other?

   d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

    Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

    Nancy Katafias, Torts Claims Manager Ph: 775-684-1252

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cschonl1	06/27/2018 16:13:35 PM
Division Approval	cschonl1	06/27/2018 16:13:37 PM
Department Approval	cschonl1	06/27/2018 16:13:39 PM
Contract Manager Approval	cschonl1	06/27/2018 16:13:40 PM
Budget Analyst Approval	hfield	06/29/2018 11:27:23 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20418**

		Legal Entity Name:	Distil Networks
Agency Name:	**SECRETARY OF STATE'S OFFICE**	Contractor Name:	**Distil Networks**
Agency Code:	**040**	Address:	**4501 N Fairfax Dr., STE 200**
Appropriation Unit:	**1050-26**		
Is budget authority available?:	**Yes**	City/State/Zip	**Arlington, VA 22203**
If "No" please explain:	Not Applicable	Contact/Phone:	Taylor Lemmon 415-423-0831
		Vendor No.:	
		NV Business ID:	NV20181469038

To what State Fiscal Year(s) will the contract be charged? **2018-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/28/2018**

Anticipated BOE meeting date 06/2018

Retroactive? **Yes**

If "Yes", please explain

SOS and Distill Networks arrived at an 18 month, $45,000 agreement to ensure advanced protection of SOS websites thru this 2018 General Election cycle and into the next. There were 3 weeks of negotiations on the wording of an amendment of the State Contract. Given current cyber defense threats and requirements for protection for election processes, SOS considers this an essential function to provide BOT Defense for Web and Virtual Private Cloud Server. Request to retro back to 6/28/18.

3. Termination Date: **12/31/2019**
   Contract term: **1 year and 186 days**

4. Type of contract: **Contract**
   Contract description: **Service**

5. Purpose of contract:

This is a new contract to provide automated services for bot migration as well as defense against malicious bots. The defensive services polices and mitigates against malicious automation software on the Internet.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$45,000.00**

Payment for services will be made at the rate of $2,500.00 per month

Other basis for payment: Invoice and payment in full for entire term of contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Distil Networks is the only vendor that specializes in BOT protection for a Content Delivery Network. They have very granular controls of which the Nevada Secretary of State requires for white-listing automate process by our Private Sector Business Partners.

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 tie or expertise in this specific area.

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. Soliciation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 180601
Approval Date: 05/17/2018

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?
Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?
Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?
Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	shudder	07/19/2018 12:40:33 PM
Division Approval	shudder	07/19/2018 12:40:38 PM
Department Approval	shudder	07/19/2018 12:40:42 PM
Contract Manager Approval	shudder	07/19/2018 12:40:47 PM
Budget Analyst Approval	laaron	07/19/2018 12:52:56 PM

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

Purchasing Use Only:	
Approval#:	1806O1

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	**Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:**		
	State Agency: Secretary of State		
	Contact Name and Title	*Phone Number*	*Email Address*
	William Allen • IT Manager III	(775) 684-7103	wallen@sos.nv.gov

	Vendor Information:	
1b	Identify Vendor:	Distil Networks
	Contact Name:	Taylor Lemmon
	Address:	115 Sansome Street • Suite 600 • San Francisco CA 94104
	Telephone Number:	(415) 423-0831
	Email Address:	taylor.lemmon@distilnetworks.com

1c	**Type of Waiver Requested – Check the appropriate type:**	
	Sole or Single Source:	X
	Professional Service Exemption:	

	Contract Information:				
1d	Is this a new Contract?	Yes	X	No	
	Amendment:	#			
	CETS:	#			

	Term:				
1e	One (1) Time Purchase:				
	Contract:	Start Date:	6/13/2018	End Date:	6/30/2022

	Funding:	
1f	State Appropriated:	X
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	

1g	**Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase:**
	$120,000
2	**Provide a description of work/services to be performed or commodity/good to be purchased:**
	Service for automated bot mitigation.

3	**What are the unique features/qualifications required for this service or good that are not available from any other vendor:**
	Distil Networks - Prevents Account Takeover, Web Scraping, Denial of Service, and Fraud. Distil Networks are the Global Industry leaders and pioneered bot detection. Distil Networks gives us complete visibility and control over human, good bot, and bad bot website traffic, enabling us to block 99.9% of malicious bots without impacting legitimate users. Distil Networks automatically filters out bot traffic in front of cloud applications without requiring software modifications to web sites or cloud interfaces. Distil Networks uses machine learning to predict when a connection is going to be malicious, and intercepts that traffic. Distils unique more holistic approach provides a vigilant service, superior technology, and the industry expertise needed for full visibility and control over human, good bot, and bad bot traffic. Reports showing CAPTCHAs served, attempted, and failed. Easy to manage ACLs.

4	**Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:**
	Distil Networks is the only vendor that specializes in Bot protection for a Content Delivery Network. They have very granular controls, of which the Nevada Secretary of State requires for white-listing automate process by our Private Sector Business Partners.

5	**Were alternative services or commodities evaluated? Check One.**	Yes:	X	No:	
	a. ***<u>If yes</u>**, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.*				
	Akamai Technologies, Amazon CloudFront, and Azure CDN services were researched and none of these Content Delivery Networks specialize in bot protection, nor have the amount of control that Distil provides.				
	b. ***<u>If not</u>**, why were alternatives not evaluated?*				

6	**Has the agency purchased this service or commodity in the past? Check One.** ***Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany this request.***		Yes:		No:	X
	a. *If yes, starting with the most recent contract and working backward, for the* ***entire*** *relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:*					
	Term Start and End Dates		*Value*	*Short Description*	*Type of Procurement* ***(RFP#, RFQ#, Waiver #)***	
			$			
			$			
			$			
			$			
			$			

7	**What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?**
	Automated web scraping and other attacks on the SOS websites have been prevalent for some time. We have suffered service outages in the past due to systems being overloaded with automated traffic. This may happen during a critical time, such as an election, when our site activity is extra high. Bot protection will stop automated site hits, and allow humans to get through. This will greatly reduce our resource load. From our tests of this product, we saw a 2/3ds drop in traffic, and our servers much more responsive. Without bot protection we may incur more service outages for the public.

8	**What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?**
	Research on features provided by other content delivery networks, implementation difficulties, price, and specific bot protection. While all Content delivery networks offer some small level of bot protection, they do not specialize in that service. Content delivery Networks are intended to speed up access to sites, so the specialty service from Distil is more in line with what this agency was looking for.

9	**Will this purchase obligate the State to this vendor for future purchases?** ***Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.***	Yes:	X	No:		
	a. *If yes, please provide details regarding future obligations or needs.*					
	This is a subscription based service. Also, due to the unknowns of the future, or changes due to legislative session, it could be possible we would need to use this vendor in the future.					

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

Tim Horgan — 5-17-18

Print Name of Agency Representative Initiating Request — Date

Signature of Agency Head Authorizing Request

Craig S. Kozeniesky — 5/17/18

Print Name of Agency Head Authorizing Request — Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review — Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

6-1-2018

Administrator, Purchasing Division or Designee — Date

BARBARA K. CEGAVSKE
Secretary of State

CRAIG S. KOZENIESKY
Deputy Secretary for Operations

STATE OF NEVADA

OFFICE OF THE
SECRETARY OF STATE

SCOTT W. ANDERSON
Chief Deputy Secretary of State

MEMORANDUM

To: Lynnette Aaron, Budget Officer
Governor's Finance Office, Budget Division

From: Craig Kozeniesky, Deputy Secretary for Operations
CC: Sheri Hudder, Administrative Services Officer III, Office of the Secretary of State

Date: July 9, 2018

Subject: Request for retroactive start date of contract – Distil Networks

The Secretary of State is the chief election officer of the State of Nevada and the Technology Division (SoSTek) has unique responsibilities to support all of the election IT functions, including cyber defense. Distil Networks is an enterprise-ready technology that has protected many of the world's largest websites and protects billions of dollars of revenue each month and websites with billions of dynamic page requests each month. Distil's Web Security solution has a proven record of Bot Protection services and this requirement has been a top priority for SoS.

SoSTek has been engaged in testing Bot Protection for our web sites due to high volumes of activity by both legitimate partners and those who are not our partners. The non-partner bots that hit our site tend to overload our resources at critical times, and some of these are potential bad-actor threats. After doing research into several Content Delivery Networks, we chose Distil for their focus on bot protection. We have been successful in implementing a proof of concept that has been running for several weeks, thanks to the EITS WAN and F5 team.

SoS and Distil Networks arrived at an 18 month, $45,000 agreement to ensure advanced protection of SoS websites through this 2018 General Election cycle and into the next cycle. There was about 3 weeks of negotiation on the wording of an amendment of the State contract resulting in Deputy Attorney General (DAG) office approval and Distil Networks concurrence, but also a late submission in FY18.

Given current cyber defense threats and requirements for protection for election processes, Office of the Secretary of State considers this an essential function to provide Bot Defense for Web and Virtual Private Cloud Server. We therefore request that this contract be accepted with a retroactive start date of June 28, 2018.

Thank you for your consideration in this matter.

NEVADA STATE CAPITOL
101 N. Carson Street, Suite 3
Carson City, Nevada 89701-3714

MEYERS ANNEX
COMMERCIAL RECORDINGS
202 N. Carson Street
Carson City, Nevada 89701-4201

LAS VEGAS OFFICE
555 E. Washington Avenue, Suite 5200
Las Vegas, Nevada 89101-1090

nvsos.gov

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20348**

		Legal Entity Name:	RAPID COLOR INC
Agency Name:	**TREASURER - MILLENNIUM SCHOLARSHIP**	Contractor Name:	**RAPID COLOR INC**
Agency Code:	**053**	Address:	**6445 KARMS PARK CT**
Appropriation Unit:	**1088-04**		
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89118**
If "No" please explain:	Not Applicable	Contact/Phone:	702/792-6055
		Vendor No.:	PUR0005509
		NV Business ID:	NV19911013759

To what State Fiscal Year(s) will the contract be charged? **2018-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Transfer from Endowment Account**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/29/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2019**

Contract term: **1 year and 185 days**

4. Type of contract: **Contract**

Contract description: **GGMS Mailing**

5. Purpose of contract:

This is a new contract to provide printing and mailing services to Nevada high school students eligible for the Governor Guinn Millennium Scholarship. Each eligible student receives a Millennium Scholarship packet that includes a letter from the State Treasurer to the student with their millennium scholarship identification number and other pertinent information, a certificate informing the student that they have been awarded the scholarship, and a millennium scholarship fact sheet.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$28,490.00**

Payment for services will be made at the rate of $28,490.00 per contract

II. JUSTIFICATION

7. What conditions require that this work be done?

The Millennium Scholarship Division is responsible to provide award packets to all potential eligible scholars of the Governor Guinn Millennium Scholarship.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Treasurer's Office does not have the staff resources or expertise to create and execute the activities involved with this project.

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):

A & B Printing
Rapid Color
Nevada State Printing

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Rapid Color was the lowest bidder in response to the solicitation.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Rapid Color has completed this project in the past for the State Treasurer's Office with satisfactory performance.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	alaw1	06/25/2018 10:34:06 AM
Division Approval	alaw1	06/25/2018 10:34:09 AM
Department Approval	alaw1	06/25/2018 10:34:12 AM
Contract Manager Approval	yli00	06/26/2018 11:40:49 AM
Budget Analyst Approval	laaron	06/29/2018 12:07:38 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: **20260**

		Legal Entity Name:	BUILDING CONTROL SERVICES, INC.
Agency Name:	**ADMIN - STATE PUBLIC WORKS DIVISION**	Contractor Name:	**BUILDING CONTROL SERVICES, INC.**
Agency Code:	**082**	Address:	**4750 Longley Lane**
Appropriation Unit:	**1349-12**		**Suite 102**
Is budget authority available?:	**Yes**	City/State/Zip	**RENO, NV 89502**
If "No" please explain:	Not Applicable	Contact/Phone:	775-826-8998
		Vendor No.:	T27001755
		NV Business ID:	NV20161538859

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**B&G Building Rent Income Revenue**

Agency Reference #: ASD 2829750

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/12/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **No**

   If "Yes", please explain

   Not Applicable

3. Termination Date: **06/30/2022**
   Contract term: **3 years and 354 days**

4. Type of contract: **Contract**
   Contract description: **HVAC Service**

5. Purpose of contract:

   This is a new contract that provides ongoing maintenance and repair services for Allerton Temperature Control system in various state-owned building in northern Nevada.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$40,000.00**
   Other basis for payment: hourly rates @$115.00 per/hour; Over-time $172.50 per/hour; materials are at cost plus (+)23%.

II. JUSTIFICATION

7. What conditions require that this work be done?

   Without on-going maintenance and repair, building systems will fail.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

   B&G employee lack the expertise.

9. Were quotes or proposals solicited? No
   Was the solicitation (RFP) done by the Purchasing Division? No
   a. List the names of vendors that were solicited to submit proposals (include at least three):

   Not Applicable

   b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is specific to Allerton Temperature Control Systems.

d. Last bid date: 05/11/2018 Anticipated re-bid date: 06/30/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Will Long, HVAC Supervisor Ph: 684-1800

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	06/29/2018 11:39:38 AM
Division Approval	ssands	06/29/2018 11:39:41 AM
Department Approval	ssands	06/29/2018 11:39:44 AM
Contract Manager Approval	ssands	06/29/2018 11:39:48 AM
Budget Analyst Approval	jrodrig9	07/12/2018 21:38:16 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: **20248**

		Legal Entity Name:	JMA CONSTRUCTION CO.
Agency Name:	**ADMIN - STATE PUBLIC WORKS DIVISION**	Contractor Name:	**JMA CONSTRUCTION CO.**
Agency Code:	**082**	Address:	**PO BOX 22312**
Appropriation Unit:	**1349-14**		
Is budget authority available?:	**Yes**	City/State/Zip	**CARSON CITY, NV 89721-2312**
If "No" please explain:	Not Applicable	Contact/Phone:	775-882-6347
		Vendor No.:	T81093116
		NV Business ID:	NV20031254722

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**B&G Building Rent Income Revenue**

Agency Reference #: ASD 2829745

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/12/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **No**

   If "Yes", please explain

   Not Applicable

3. Termination Date: **06/30/2022**
   Contract term: **3 years and 354 days**

4. Type of contract: **Contract**
   Contract description: **General construction**

5. Purpose of contract:

   This is a new contract to provide ongoing general contractor services to various state 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: **$40,000.00**

   Other basis for payment: laborer-straight time $42.50/hr;Journeyman Carpenter- straight time $57.50/hr;Foreman-straight time $67.50/hr; Material is charges at cost plus 20%.

II. JUSTIFICATION

7. What conditions require that this work be done?

   To provide general contractor services on an as-needed basis and only at the request and approval of Buildings & Grounds

8. Explain why State employees in your agency or other State agencies are not able to do this work:

   Contractor services are outside the realm of B&G 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. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Per SAM 0338.0, each contractor will be contacted to submit bids on projects. This is one of several vendors that have open-ended contracts.

d. Last bid date: 05/15/2018 Anticipated re-bid date: 05/01/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Michael Johnson, Facility Manager Ph: 684-1800

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	06/29/2018 11:33:43 AM
Division Approval	ssands	06/29/2018 11:33:49 AM
Department Approval	ssands	06/29/2018 11:33:51 AM
Contract Manager Approval	ssands	06/29/2018 11:33:54 AM
Budget Analyst Approval	jrodrig9	07/12/2018 21:33:55 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: **17932**

Amendment Number: **1**

Legal Entity Name: NEVADA LANDCARE USA LLC DBA

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**

Contractor Name: **NEVADA LANDCARE USA LLC DBA**

Agency Code: **082**

Address: **LANDCARE**

Appropriation Unit: **1349-12**

3035 S. WESTWOOD DRIVE

Is budget authority available?: **Yes**

City/State/Zip **LAS VEGAS, NV 89109**

If "No" please explain: Not Applicable

Contact/Phone: 702-492-7529

Vendor No.: T32003858

NV Business ID: NV200001008059

To what State Fiscal Year(s) will the contract be charged? **2017-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**B&G Building Rent Income Revenue**

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 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **07/31/2018**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Landscaping**

5. Purpose of contract:

This is the first amendment to the original contract which provides landscaping services to the Campos Building in Las Vegas. This amendment extends the termination date from July 31, 2018, to July 31, 2020, and increases the maximum amount from $25,200 to $49,900 to extend this contract from a 2-year contract to a 4-year contract.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$25,200.00	$25,200.00	$25,200.00	Yes - Info
2.	Amount of current amendment (#1):	$24,700.00	$24,700.00	$49,900.00	Yes - Info
3.	New maximum contract amount:	$49,900.00			
	and/or the termination date of the original contract has changed to:	07/31/2020			

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. Soliciation 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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

    Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Buildings and Grounds Las Vegas work is satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	06/08/2018 14:30:03 PM
Division Approval	ssands	06/08/2018 14:30:06 PM
Department Approval	ssands	06/08/2018 14:30:18 PM
Contract Manager Approval	ssands	06/29/2018 11:35:46 AM
Budget Analyst Approval	jrodrig9	07/12/2018 21:43:26 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: **17432**

Amendment Number: **3**

Legal Entity Name: CIVILWORKS, INC.

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**

Contractor Name: **CIVILWORKS, INC.**

Agency Code: **082**

Address: **4945 W. PATRICK LN.**

Appropriation Unit: **1535-18**

Is budget authority available?: **Yes**

City/State/Zip **LAS VEGAS, NV 89118-2858**

If "No" please explain: Not Applicable

Contact/Phone: 702-534-1816

Vendor No.: T29033909

NV Business ID: NV19981075781

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 %	**X**	Bonds	**100.00 %**
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: 109974

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/29/2016**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2019**

Contract term: **3 years and 152 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is the third amendment to the original contract that provides professional architectural/engineering services for the sanitary sewer rehabilitation projects at the Southern Nevada Adult Mental Health Services, Southern Nevada Child and Adolescent Services main campus and the Desert Regional Center: CIP Project No. 15-M14; SPWD Contract No. 109974. This amendment increases the maximum amount from $70,535 to $100,495 to provide additional construction administration services.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$23,840.00	$23,840.00	$23,840.00	Yes - Info
	a. Amendment 1:	$23,720.00	$23,720.00	$47,560.00	Yes - Info
	b. Amendment 2:	$22,975.00	$22,975.00	$70,535.00	Yes - Action
2.	Amount of current amendment (#3):	$29,960.00	$29,960.00	$29,960.00	Yes - Info
3.	New maximum contract amount:	$100,495.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 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. Soliciation Waiver: **Professional Service (As defined in NAC 333.150)**

   c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

   d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "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.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lmars1	07/16/2018 12:36:57 PM
Division Approval	lmars1	07/16/2018 12:37:01 PM
Department Approval	lmars1	07/16/2018 12:37:06 PM
Contract Manager Approval	lmars1	07/16/2018 12:37:11 PM
Budget Analyst Approval	nhovden	07/20/2018 15:01:11 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: **17942**

Amendment Number: **2**

Legal Entity Name: CURTIS & SONS CONSTRUCTION, INC.

Agency Name: **ADMIN - ENTERPRISE IT SERVICES**

Contractor Name: **CURTIS & SONS CONSTRUCTION, INC.**

Agency Code: **180**

Address: **PO BOX 2911**

Appropriation Unit: **1386-16**

Is budget authority available?: **Yes**

City/State/Zip **MINDEN, NV 89423-2911**

If "No" please explain: Not Applicable

Contact/Phone: 775/782-2728

Vendor No.: T27012921

NV Business ID: NV19931037528

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 %	**X**	Fees	**100.00 % User**
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 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2018**

Contract term: **3 years and 6 days**

4. Type of contract: **Contract**

Contract description: **Vault Maintenance**

5. Purpose of contract:

This is the second amendment to the original contract which provides ongoing maintenance on Capitol Complex vault infrastructure, to ensure they do not fail due to manmade or natural disasters. This amendment extends the termination date from June 30, 2018, to June 30, 2019, and increases the maximum amount from $55,382 to $103,505 due to an increased number of vaults to be serviced at the Capital Complex.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$22,050.00	$22,050.00	$22,050.00	Yes - Info
	a. Amendment 1:	$33,332.00	$33,332.00	$55,382.00	Yes - Action
2.	Amount of current amendment (#2):	$48,123.00	$48,123.00	$48,123.00	Yes - Info
3.	New maximum contract amount:	$103,505.00			
	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?

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):

b. Soliciation 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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

10/12/2010 through 06/30/2014 for Department of Administration, Enterprise IT Services Division.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	06/05/2018 15:01:05 PM
Division Approval	ssands	06/05/2018 15:01:09 PM
Department Approval	ssands	06/05/2018 15:01:16 PM

Contract Manager Approval	ssands	06/05/2018 15:01:20 PM
Budget Analyst Approval	cmurph3	06/20/2018 09:40:56 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: **20234**

		Legal Entity Name:	ROBERT A FIELDEN INC DBA
Agency Name:	**DEPARTMENT OF VETERANS SERVICES**	Contractor Name:	**ROBERT A FIELDEN INC DBA**
Agency Code:	**240**	Address:	**RAFI ARCHITECTURE AND DESIGN**
Appropriation Unit:	**2561-07**		**155 S WATER ST STE 220**
Is budget authority available?:	**Yes**	City/State/Zip	**HENDERSON, NV 89015-7491**
If "No" please explain:	Not Applicable	Contact/Phone:	Laura Jane Spina 7024357234
		Vendor No.:	T80940738
		NV Business ID:	NV19851013595

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %		Fees	0.00 %	
X	Federal Funds	**65.00 %**		Bonds	0.00 %	
	Highway Funds	0.00 %	**X**	Other funding	**35.00 %**	**PRIVATE/COUNTY**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/09/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/08/2020**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Architectural Srvcs**

5. Purpose of contract:

This is a new contract to provide architectural services to increase safety and modernize the seven existing shower rooms located in the Southern Nevada State Veterans Home.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$19,800.00**

Payment for services will be made at the rate of $798.93 per month

Other basis for payment: Payable monthly, upon satisfactory completion of work and submission of detailed and approved invoice. (Figure provided is monthly average that may be higher or lower in any given month).

II. JUSTIFICATION

7. What conditions require that this work be done?

BATHROOMS ARE ORIGINAL TO THE OPENING OF THE HOME IN 2000. THIS PROJECT WILL PROVIDE FOR THE MODERNIZATION AND INCREASE THE SAFETY OF SEVEN BATHROOMS.

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 PERFORM THIS TYPE OF 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. Soliciation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

VENDOR PROVIDES A QUALITY SERVICE, IS FAMILIAR WITH THE CONSTRUCTION OF THE SOUTHERN NEVADA STATE VETERANS HOME AND WILL PROVIDE SERVICES AT A FAIR PRICE.

d. Last bid date: 05/01/2018 Anticipated re-bid date: 04/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor prepared schematic designs for this project and services were satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	06/11/2018 10:21:46 AM
Division Approval	agarland	06/11/2018 10:21:49 AM
Department Approval	agarland	06/11/2018 10:21:52 AM
Contract Manager Approval	agarland	06/11/2018 10:21:55 AM
Budget Analyst Approval	bmacke1	06/27/2018 09:41:07 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20003**

		Legal Entity Name:	CALIFA GROUP
Agency Name:	**ADMIN - NV ST LIBRARY, ARCHIVES AND PUBLIC RECORDS**	Contractor Name:	**CALIFA GROUP**
Agency Code:	**332**	Address:	**2471 FLORES STREET**
Appropriation Unit:	**2891-28**		
Is budget authority available?:	**No**	City/State/Zip	**SAN MATEO, CA 94403-2273**
If "No" please explain: This contract is contingent upon approval of work program C43284.		Contact/Phone:	PAULA MACKINNON 650-356-2128
		Vendor No.:	T32005920
		NV Business ID:	NV20171780554

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/20/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2018**

Contract term: **194 days**

4. Type of contract: **Contract**

Contract description: **ETEAP**

5. Purpose of contract:

This is a new contract to provide an emerging technology pilot project centered on the deployment of virtual reality in Nevada libraries through the Emerging Technology Early Adopter Program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$22,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

ETEAP is designed to help librarians develop basic skills and knowledge to create VR programs in Nevada libraries. The program will underline the vital role of VR and immersive education to the continued relevance of libraries in an increasingly digital world. It will help to inspire librarians to use best practices, know their responsibilities/limitations, and to make the learning opportunities available within targeted settings. ETEAP is designed to put Nevada on the forefront of deploying emergent technology to its citizens.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada State Library employees lack the 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):

Dezen
Califa Group
EndeavorVR

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This company was able to deliver the VR technology that was needed.

d. Last bid date: 04/12/2018 Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

January 2018 for the Nevada State Library, Archives and Public Records and work is satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Tammy Westergard, Assistant Administrator Ph: 775-684-3306

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ddav12	04/23/2018 13:59:02 PM
Division Approval	ddav12	04/23/2018 13:59:05 PM
Department Approval	ddav12	04/23/2018 13:59:08 PM
Contract Manager Approval	ddav12	05/04/2018 08:49:48 AM
EITS Approval	lolso3	05/07/2018 09:04:48 AM
Budget Analyst Approval	mtum1	06/20/2018 13:33:50 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: **15814**

Amendment Number: **3**

Legal Entity Name: PROBLEM GAMBLING SOLUTIONS

Agency Name: **DHHS - HEALTH AND HUMAN SERVICES DIRECTOR'S OFFICE**

Contractor Name: **PROBLEM GAMBLING SOLUTIONS**

Agency Code: **400**

Address: **1602 S.W. WESTWOOD DRIVE**

Appropriation Unit: **3200-19**

Is budget authority available?: **Yes**

City/State/Zip **PORTLAND, OR 97239**

If "No" please explain: Not Applicable

Contact/Phone: DR. JEFF MAROTTA 503-706-1197

Vendor No.: T27018160

NV Business ID: NV20101605733

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**SLOT TAX**

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 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2018**

Contract term: **5 years**

4. Type of contract: **Contract**

Contract description: **Professional Service**

5. Purpose of contract:

This is the third amendment to the original contract, which provides technical assistance to grantees, and assists the Grants Management Unit, Advisory Committee on Problem Gambling (ACPG), and to the ACPG groups. This amendment extends the termination date from June 30, 2018 to June 30, 2019 and increases the maximum amount from $174,526 to $215,526 due to an increased need for these services.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$41,000.00	$41,000.00	$41,000.00	Yes - Info
	a. Amendment 1:	$41,000.00	$41,000.00	$82,000.00	Yes - Action
	b. Amendment 2:	$92,526.00	$92,526.00	$92,526.00	Yes - Action
2.	Amount of current amendment (#3):	$41,000.00	$41,000.00	$41,000.00	Yes - Info
3.	New maximum contract amount:	$215,526.00			
	and/or the termination date of the original contract has changed to:	06/30/2019			

II. JUSTIFICATION

7. What conditions require that this work be done?

The contractor led an effort in FY11 to develop a Strategic Treatment Plan and establish a fee-for-service payment system for grants supported by the Revolving Account for Problem Gambling. Both projects were implemented July 1, 2011, and have increased the overall cost-effectiveness of efforts to address problem gambling behaviors in Nevada. The contractor will continue to work closely with DHHS and grantees in FY15 to ensure that the plan and payment system are successfully integrated into program activities and that the plan objectives are rolled out as intended. In addition, the contractor will oversee the reintroduction and revision of the Prevention Strategic Plan that he was instrumental in developing in 2009. This plan was put on hold during Problem Gambling funding reductions from FY11 through FY13.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no state employees with the expertise necessary for this work.

9. Were quotes or proposals solicited? 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. Soliciation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 219
Approval Date: 04/26/2018

c. Why was this contractor chosen in preference to other?

This was the only vendor who was able to provide a response. The other vendors indicated their inability to provide a proposal or did not provide a response at all.

d. Last bid date: 04/21/2014 Anticipated re-bid date: 02/03/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor currently has a contract with the Department of Health and Human Services Grants Management Unit and the work is satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmilazz1	06/06/2018 16:41:17 PM
Division Approval	tmilazz1	06/06/2018 16:41:21 PM
Department Approval	vmilazz1	06/15/2018 11:38:53 AM
Contract Manager Approval	tmilazz1	06/16/2018 18:31:11 PM
Budget Analyst Approval	bwooldri	06/19/2018 11:41:03 AM

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

Purchasing Use Only:	
Approval #:	219

CONTRACT EXTENSION JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1	**Agency Contact Information – Note: Copy(s) will be sent to only the contact(s) listed below:**	
	State Agency:	*Department of Health and Human Services*
	Contact Name(s) and Titles:	*Patrick Petrie, Social services Specialist III*
	Telephone Number(s):	*702-468-4319*
	Email Address(s):	*pdpetrie@dhhs.nv.gov*

2	**Contractor Information:**	
	Contractor:	*Problem Gambling Solutions*
	Contact Name:	*Dr. Jeff Marotta*
	Address:	*1602 S.W. Westwood Drive, Portland, OR 97239*
	Phone Number:	*503-706-1197*
	Email Address:	*problemgamblingsolutions@comcast.net*

3	**Ongoing relationship disclosure – List all previous contract information:**				
	Procurement method:	Informal Solicitation			
	CETS #:	15814			
	Contract "not to exceed amount":	$174,526.00			
	Contract term:	Start date: mm/dd/yy	07/01/14	End date: mm/dd/yy	06/30/18

4	**Procurement method used to award the current contract:**	
	RFP, solicitation # if applicable:	*N/A*
	Quote, solicitation # if applicable:	*N/A*
	Waiver, provide number:	*N/A*
	Other:	*N/A*

5	**Current contract information:**				
	CETS #:	*15814*			
	Initial contract "not to exceed amount":	$41,000			
	Contract term:	Start date: mm/dd/yy	*07/01/14*	End date: mm/dd/yy	*06/30/15*

6	Amendment information – List all previously approved amendments:			
	Amd #:	**Brief synopsis of what amendment accomplished:**	**Change in "not to exceed" amount:**	**Change in end date:** mm/dd/yy
	1	*Extend Term and Not to Exceed amount*	*$ 82,000*	*06/30/16*
	2	*Extend Term and Not to Exceed amount*	*$174,526*	*06/30/18*

7	*Proposed* amendment information:			
	Amd #:	**Brief synopsis of what the requested amendment will accomplish**	**Change in "not to exceed" amount:**	**Change in end date:** mm/dd/yy
	3	***Extend Term and Not to Exceed amount***	***$215,526.00***	***06/30/19***

8	**What is the justification to extend the contract term beyond the State's four (4) year re-solicitation policy (SAM 0338):**
	The State of Nevada Problem Gambling program consists of several grants that fund Treatment, Prevention, Workforce Development, and Data Collection/Research. These grants are awarded through a competitive process (Request for Applications or RFA) and funds the programs for a two-year grant cycle. We are requesting a one-year extension to this current contract to align it with the current programs RFA and funding cycle. The last Solicitation for this contract resulted in only one response and that was Problem Gambling Solutions. We would then request that the next RFA be released in the Spring of 2019 and funding would be available for state fiscal years 20 and 21. We would then enter into a two-year contract with the selected vendor with an option for an additional two years. This would align contract length with grant funding authority.

9	**What are the potential consequences to the State if the contract extension request is denied?**
	If this request is denied, we will request another Informal Solicitation awarding a one-year contract that would end June 30, 2019. This would be done to align the contract with the current grant cycle and then align future contracts with future grant cycle authority through the next RFA process.

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.

Patrick D Petrie

Signature of Agency Representative Initiating Request

Patrick Petrie — 3/27/18

Print Name of Agency Representative Initiating Request — Date

Signature of Agency Head Authorizing Request — 3/27/18

Vincent Milazzo

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

4-24-2018
Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20463**

		Legal Entity Name:	NEVADA BROADCASTERS ASSOCIATION
Agency Name:	**DHHS - AGING AND DISABILITY SERVICES DIVISION**	Contractor Name:	**NEVADA BROADCASTERS ASSOCIATION**
Agency Code:	**402**	Address:	**3900 PARADISE RD, STE 279**
Appropriation Unit:	**3151-39**		
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89169**
If "No" please explain:	Not Applicable	Contact/Phone:	Eric Bonnici 702/794-4994
		Vendor No.:	T80990324
		NV Business ID:	NV19941133658

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/11/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **05/31/2021**

Contract term: **2 years and 325 days**

4. Type of contract: **Contract**

Contract description: **Radio Campaign**

5. Purpose of contract:

This is a new contract to provide an outreach radio campaign in English and Spanish, when appropriate, which markets and promotes public awareness of the Senior Medicare Program to help prevent Medicare fraud.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$15,000.00**

Other basis for payment: As invoiced per Attachment AA ($5,000 per campaign per year)

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Senior Medicare Patrol (SMP) is a federally funded grant program tasked with broadcasting the message of "Protect, Detect, Report" in the federal fight against Medicare and Medicaid fraud. The best way to reach the state as a whole is to contract with an entity that has the ability to reach the whole 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:

SMP staff lack the expertise and the required studio and equipment to provide these services. The NVBA is a non-profit entity which works in association with the National Broadcasters Associations. The 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. Soliciation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 180609
Approval Date: 06/29/2018

c. Why was this contractor chosen in preference to other?

The NVBA is the only entity of its 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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Aging and Disability Services Division from 2012 to current - Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Kim Harney-Moore, Director, SMP Ph: (702) 486-4323

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbowma1	07/03/2018 12:43:19 PM
Division Approval	dbowma1	07/03/2018 12:43:22 PM
Department Approval	vmilazz1	07/06/2018 11:08:17 AM
Contract Manager Approval	ltuttl1	07/06/2018 13:39:10 PM
Budget Analyst Approval	bwooldri	07/11/2018 10:19:13 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: **20417**

		Legal Entity Name:	CHURCHILL COUNTY
Agency Name:	**DHHS - AGING AND DISABILITY SERVICES DIVISION**	Contractor Name:	**CHURCHILL COUNTY**
Agency Code:	**402**	Address:	**155 N TAYLOR STREET, STE 110**
Appropriation Unit:	**3167-00**		
Is budget authority available?:	**Yes**	City/State/Zip	**FALLON, NV 89406**
If "No" please explain:	Not Applicable	Contact/Phone:	775/423-4092
		Vendor No.:	T81032440E
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Revenue**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

This contract requires the retroactive start date for the State's obligation to continue to provide critical support services (per NRS 435.020) for children with intellectual and development disabilities and ensure continuity of care for reimbursement to ADSD for non-federal share of funding as payment for children's services (per NRS 435.010). ADSD has been collaborating with its State agencies and the Counties to finalize contract language to meet the contractual obligations for all parties.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **Churchill County**

5. Purpose of contract:

This is a new interlocal contract to provide services to children with intellectual and developmental disabilities. This agreement will automatically renew each year unless terminated by either party.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$20,000.00**

Other basis for payment: Revenue

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 435.010 and NRS 435.020, the Aging and Disability Services Division (ADSD) is obligated to provide services to children with intellectual and developmental disabilities and the County to reimburse ADSD the non-federal share of funding as payment for services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Not applicable. State employees are providing the services for the County.

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. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

MHDS 7/1/11 - 6/30/13, ADSD 7/1/13 - current. Satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mlewi7	07/03/2018 15:28:04 PM
Division Approval	mlewi7	07/03/2018 15:28:07 PM
Department Approval	vmilazz1	07/06/2018 10:21:31 AM
Contract Manager Approval	khardca1	07/06/2018 13:50:03 PM
Budget Analyst Approval	bwooldri	07/11/2018 12:07:41 PM

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

DENA SCHMIDT
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES
3416 Goni Road, Suite D-132
Carson City, NV, 89706
Telephone (775) 687-4210 • Fax (775) 687-0574
http://adsd.nv.gov

June 13, 2018

MEMORANDUM

TO: James Wells, Director
Governor's Finance Office

THROUGH: Richard Whitley, MS, Director
Department of Health and Human Services

FROM: Dena Schmidt, Administrator
Aging and Disability Services Division

SUBJECT: Request for Approval for Retroactive July 1, 2018, Start Date for Churchill County Revenue Contract

This memorandum requests the above referenced Aging and Disability Services Division (ADSD) revenue contract with Churchill County be approved for a retroactive start date effective July 1, 2018. This contract requires this retroactive start date for the State's obligation to continue to provide services and ensure continuity of care to children.

This revenue contract is for reimbursement to ADSD for the non-federal share of funding as payment for children's services per NRS 435.010. The critical nature of these services and NRS 435.020 obligate the State to continue to provide needed support services and service coordination for residents with intellectual and developmental disabilities.

ADSD has been collaborating with its State agencies and the counties to finalize contract language to meet the needs and contractual obligations for all parties.

Thank you for your consideration.

Dena Schmidt, Administrator
Aging and Disability Services Division

cc: Lisa Sherych, ADSD, Deputy Administrator
Lisa Tuttle, ADSD, Contract Manager

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20317**

		Legal Entity Name:	HUMBOLDT COUNTY
Agency Name:	**DHHS - AGING AND DISABILITY SERVICES DIVISION**	Contractor Name:	**HUMBOLDT COUNTY**
Agency Code:	**402**	Address:	**50 WEST 5TH STREET**
Appropriation Unit:	**3167-00**		
Is budget authority available?:	**Yes**	City/State/Zip	**WINNEMUCCA, NV 89445**
If "No" please explain:	Not Applicable	Contact/Phone:	775/623-6300
		Vendor No.:	T40139500
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Revenue**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

This contract requires the retroactive start date for the State's obligation to continue to provide critical support services (per NRS 435.020) for children with intellectual and development disabilities and ensure continuity of care for reimbursement to ADSD for non-federal share of funding as payment for children's services (per NRS 435.010). ADSD has been collaborating with its State agencies and the Counties to finalize contract language to meet the contractual obligations for all parties.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **Humboldt County**

5. Purpose of contract:

This is a new interlocal contract to provide services to children with intellectual and developmental disabilities. This agreement will automatically renewal each year unless terminated by either party.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$40,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 435.010 and NRS 435.020, the Aging and Disability Services Division (ADSD) is obligated to provide services to children with intellectual and developmental disabilities and the County to reimburse ADSD the non-federal share of funding as payment for services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Not applicable. State employees are providing the services for the County.

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. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

ADSD 07/01/2013 to Current - Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mlewi7	06/21/2018 16:12:54 PM
Division Approval	mlewi7	06/21/2018 16:12:57 PM
Department Approval	vmilazz1	07/06/2018 10:27:01 AM
Contract Manager Approval	khardca1	07/06/2018 14:01:38 PM
Budget Analyst Approval	bwooldri	07/11/2018 11:38:36 AM

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

DENA SCHMIDT
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES
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http://adsd.nv.gov

June 13, 2018

MEMORANDUM

TO: James Wells, Director
Governor's Finance Office

THROUGH: Richard Whitley, MS, Director
Department of Health and Human Services

FROM: Dena Schmidt, Administrator
Aging and Disability Services Division

SUBJECT: Request for Approval for Retroactive July 1, 2018, Start Date for Humboldt County Revenue Contract

This memorandum requests the above referenced Aging and Disability Services Division (ADSD) revenue contract with Humboldt County be approved for a retroactive start date effective July 1, 2018. This contract requires this retroactive start date for the State's obligation to continue to provide services and ensure continuity of care to children.

This revenue contract is for reimbursement to ADSD for the non-federal share of funding as payment for children's services per NRS 435.010. The critical nature of these services and NRS 435.020 obligate the State to continue to provide needed support services and service coordination for residents with intellectual and developmental disabilities.

ADSD has been collaborating with its State agencies and the counties to finalize contract language to meet the needs and contractual obligations for all parties.

Thank you for your consideration.

Dena Schmidt, Administrator
Aging and Disability Services Division

cc: Lisa Sherych, ADSD, Deputy Administrator
Lisa Tuttle, ADSD, Contract Manager

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20319**

		Legal Entity Name:	LANDER, COUNTY OF
Agency Name:	**DHHS - AGING AND DISABILITY SERVICES DIVISION**	Contractor Name:	**LANDER, COUNTY OF**
Agency Code:	**402**	Address:	**LANDER COUNTY**
Appropriation Unit:	**3167-00**		**50 STATE ROUTE 305**
Is budget authority available?:	**Yes**	City/State/Zip	**BATTLE MOUNTAIN, NV 89820**
If "No" please explain:	Not Applicable	Contact/Phone:	775-635-5195
		Vendor No.:	T40262000
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Revenue**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

This contract requires the retroactive start date for the State's obligation to continue to provide critical support services (per NRS 435.020) for children with intellectual and development disabilities and ensure continuity of care for reimbursement to ADSD for non-federal share of funding as payment for children's services (per NRS 435.010). ADSD has been collaborating with its State agencies and the Counties to finalize contract language to meet the contractual obligations for all parties.

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **Lander County**

5. Purpose of contract:

This is a new interlocal agreement to provide services to children with intellectual and developmental disabilities. This agreement will automatically renewal each year unless terminated by either party.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$10,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 435.010 and NRS 435.020, the Aging and Disability Services Division (ADSD) is obligated to provide services to children with intellectual and developmental disabilities and the County to reimburse ADSD the non-federal share of funding as payment for services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Not applicable. State employees are providing the services for the County.

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. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

ADSD 07/01/2013 to Current - Satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mlewi7	06/21/2018 16:13:25 PM
Division Approval	mlewi7	06/21/2018 16:13:28 PM
Department Approval	vmilazz1	07/06/2018 10:42:09 AM
Contract Manager Approval	khardca1	07/06/2018 13:31:39 PM
Budget Analyst Approval	bwooldri	07/11/2018 12:19:33 PM

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

DENA SCHMIDT
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES
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Telephone (775) 687-4210 • Fax (775) 687-0574
http://adsd.nv.gov

June 13, 2018

MEMORANDUM

TO: James Wells, Director
Governor's Finance Office

THROUGH: Richard Whitley, MS, Director
Department of Health and Human Services

FROM: Dena Schmidt, Administrator
Aging and Disability Services Division

SUBJECT: Request for Approval for Retroactive July 1, 2018, Start Date for Lander County Revenue Contract

This memorandum requests the above referenced Aging and Disability Services Division (ADSD) revenue contract with Lander County be approved for a retroactive start date effective July 1, 2018. This contract requires this retroactive start date for the State's obligation to continue to provide services and ensure continuity of care to children.

This revenue contract is for reimbursement to ADSD for the non-federal share of funding as payment for children's services per NRS 435.010. The critical nature of these services and NRS 435.020 obligate the State to continue to provide needed support services and service coordination for residents with intellectual and developmental disabilities.

ADSD has been collaborating with its State agencies and the counties to finalize contract language to meet the needs and contractual obligations for all parties.

Thank you for your consideration.

Dena Schmidt, Administrator
Aging and Disability Services Division

cc: Lisa Sherych, ADSD, Deputy Administrator
Lisa Tuttle, ADSD, Contract Manager

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20323**

		Legal Entity Name:	CAPTIONS UNLIMITED OF NEVADA
Agency Name:	**DHHS - AGING AND DISABILITY SERVICES DIVISION**	Contractor Name:	**CAPTIONS UNLIMITED OF NEVADA**
Agency Code:	**402**	Address:	**1533 Diamond Country Drive**
Appropriation Unit:	**3266-04**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89521**
If "No" please explain:	Not Applicable	Contact/Phone:	775/746-3534
		Vendor No.:	T81082135
		NV Business ID:	NV19971149411

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**25.00 %**		Fees	0.00 %
X	Federal Funds	**25.00 %**		Bonds	0.00 %
	Highway Funds	0.00 %	**X**	Other funding	**50.00 % PUC**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/16/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/15/2020**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **CART Services**

5. Purpose of contract:

This is a new contract to provide ongoing Communication Access Realtime Translation/Transliteration services for public meetings supported by Division.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$24,950.00**

Other basis for payment: As invoiced per meeting per Attachment CC

II. JUSTIFICATION

7. What conditions require that this work be done?

Under Americans with Disabilities Act (ADA) Accommodation Title 2 Auxiliary aide or services that are required to accommodate persons with disabilities for Communication Access Real-time Translation/Transliteration (CART) services for public meetings.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No State position (classified or exempt) provides 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):

Preston Bass Interpreting Services, LLC
Caption First
Language Connections, Inc.
American Sign Langugage Communication
Captions Unlimited of Nevada

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This was the only vendor to submit a proposal.

d. Last bid date: 05/01/2018 Anticipated re-bid date: 05/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "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 09/2014 to current. Satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbowma1	06/25/2018 12:20:24 PM
Division Approval	dbowma1	06/25/2018 12:21:28 PM
Department Approval	vmilazz1	07/06/2018 11:31:31 AM
Contract Manager Approval	ltuttl1	07/06/2018 13:47:44 PM
Budget Analyst Approval	bwooldri	07/11/2018 10:30:26 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: **14079**

Amendment Number: **4**

Legal Entity Name: DEPARTMENT OF ADMINISTRATION

Agency Name: **HEALTH CARE FINANCING & POLICY**

Contractor Name: **DEPARTMENT OF ADMINISTRATION**

Agency Code: **403**

Address: **APPLEALS OFFICE**

Appropriation Unit: **3158-11**

2200 S RANCHO DR STE 220

Is budget authority available?: **Yes**

City/State/Zip **LAS VEGAS, NV 89102**

If "No" please explain: Not Applicable

Contact/Phone: 702/486-2527

Vendor No.: D08000001

NV Business ID: Governmental Enitity

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.

X	General Funds	**50.00 %**	Fees	0.00 %
X	Federal Funds	**50.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2021**

Contract term: **8 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Appeals Hearings**

5. Purpose of contract:

This is the fourth amendment to the original interlocal contract which continues ongoing services ensuring those entitled are afforded the right to an appeals process when refused Medicaid benefits. This amendment increases the maximum amount from $174,436 to $214,009 due to an increase in utilization of these services since implementation.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$41,162.00	$41,162.00	$41,162.00	Yes - Info
	a. Amendment 1:	$77,058.00	$77,058.00	$118,220.00	Yes - Action
	b. Amendment 2:	$26,216.00	$26,216.00	$26,216.00	Yes - Info
	c. Amendment 3:	$30,000.00	$30,000.00	$56,216.00	Yes - Action
2.	Amount of current amendment (#4):	$39,573.00	$39,573.00	$39,573.00	Yes - Info
3.	New maximum contract amount:	$214,009.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

This service is Federally Mandated by 42 CFR 431.200-246

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This contract is between State agencies

9. Were quotes or proposals solicited? No

   Was the solicitation (RFP) done by the Purchasing Division? No

   a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

   b. Soliciation Waiver: **Not Applicable**

   c. Why was this contractor chosen in preference to other?

This is a State agency

   d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	06/19/2018 10:37:35 AM
Division Approval	ecreceli	06/22/2018 11:33:04 AM
Department Approval	vmilazz1	06/27/2018 16:44:27 PM
Contract Manager Approval	iknigh1	07/02/2018 15:04:01 PM
Budget Analyst Approval	bwooldri	07/05/2018 08:44:59 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: **20078**

		Legal Entity Name:	BUDGET FENCE COMPANY
Agency Name:	**DHHS - PUBLIC AND BEHAVIORAL HEALTH**	Contractor Name:	**BUDGET FENCE COMPANY**
Agency Code:	**406**	Address:	**4295 ARVILLE ST**
Appropriation Unit:	**3161-07**		
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89103-3848**
If "No" please explain:	Not Applicable	Contact/Phone:	Brian Thomas 702/850-2468
		Vendor No.:	T27040724
		NV Business ID:	NV20161389926

To what State Fiscal Year(s) will the contract be charged? **2018-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C16549

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/20/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **No**

   If "Yes", please explain

   Not Applicable

3. Termination Date: **07/31/2020**
   Contract term: **2 years and 42 days**

4. Type of contract: **Contract**
   Contract description: **Fencing**

5. Purpose of contract:

   This is a new contract to continue installation and repair of existing fencing that secures Stein Hospital.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$32,521.00**
   Other basis for payment: $26,566 for installation; $2,955 for engineering; $3,000 for unforseen expenses & ongoing repair

II. JUSTIFICATION

7. What conditions require that this work be done?

   NRS331.080 authorizes expenditures for maintenance and repair to meet safety and security standard which require a safe, secure space for consumers and safe access for visitors and staff.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

   Currently there are no 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):

American Fence
Tiberti Fence
Budget Fence

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to an informal solicitation and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/01/2018 Anticipated re-bid date: 03/01/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor was contracted in 2017 to perform similar services at Southern Nevada Adult Mental Health Services and provided satisfactory service.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Brett Phillips, Facilities Manager Ph: 702-486-5135

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	06/12/2018 07:33:07 AM
Division Approval	rmorse	06/12/2018 07:33:09 AM
Department Approval	vmilazz1	06/17/2018 17:36:45 PM
Contract Manager Approval	rmorse	06/18/2018 15:39:49 PM
Budget Analyst Approval	afrantz	06/20/2018 09:35:27 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20125**

		Legal Entity Name:	Nevada Chiller and Boiler, Inc
Agency Name:	**DHHS - PUBLIC AND BEHAVIORAL HEALTH**	Contractor Name:	**Nevada Chiller and Boiler, Inc**
Agency Code:	**406**	Address:	**10 Hardy Drive**
Appropriation Unit:	**3162-07**		
Is budget authority available?:	**Yes**	City/State/Zip	**Sparks, NV 89431**
If "No" please explain:	Not Applicable	Contact/Phone:	Rodney Leavitt 775-432-1331
		Vendor No.:	T32006651
		NV Business ID:	NV20151141050

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C 16552

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/16/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **No**

   If "Yes", please explain

   Not Applicable

3. Termination Date: **06/30/2021**
   Contract term: **2 years and 350 days**

4. Type of contract: **Contract**
   Contract description: **HVAC repair**

5. Purpose of contract:

   This is a new contract to provide maintenance or repair to the Carrier chiller and air handler located in the Dini-Townsend Hospital rapid stabilization unit.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$24,500.00**
   Payment for services will be made at the rate of $115.00 per hour
   Other basis for payment: Two hours minimum. Over time - $155 per hour; holiday - $195 per hour and 25% material markup.

II. JUSTIFICATION

7. What conditions require that this work be done?

   The Carrier Chiller HXC146 is proprietary equipment that can only be serviced by an approved vendor/distributor.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

   State employees do not have the expertise, equipment or tools to perform this type of work.

9. Were quotes or proposals solicited? Yes
   Was the solicitation (RFP) done by the Purchasing Division? No
   a. List the names of vendors that were solicited to submit proposals (include at least three):

Gardner Engineering, Inc
Air Systems Service & Construction
Nevada Chiller and Boiler, Inc

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The vendor provided the best quality proposal and cost determined by an impartial selection committee.

d. Last bid date: 05/17/2018 Anticipated re-bid date: 04/01/2021

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Greg Holcomb, Facility Supervisor Ph: 775-688-2125

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	06/29/2018 11:51:49 AM
Division Approval	rmorse	06/29/2018 11:51:51 AM
Department Approval	vmilazz1	07/06/2018 14:57:12 PM
Contract Manager Approval	rmorse	07/10/2018 14:51:29 PM
Budget Analyst Approval	afrantz	07/16/2018 13:34:18 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: **20322**

		Legal Entity Name:	CARAHSOFT TECHNOLOGY CORPORATION
Agency Name:	**DHHS - PUBLIC AND BEHAVIORAL HEALTH**	Contractor Name:	**CARAHSOFT TECHNOLOGY CORPORATION**
Agency Code:	**406**	Address:	**STE 100**
Appropriation Unit:	**3170-20**		**1860 MICHAEL FARADAY DR**
Is budget authority available?:	**Yes**	City/State/Zip	**RESTON, VA 20190-5328**
If "No" please explain:	Not Applicable	Contact/Phone:	Stephen Dickerson 703/673-3524
		Vendor No.:	PUR0004357
		NV Business ID:	NV20151127305

To what State Fiscal Year(s) will the contract be charged? **2019-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: SA 16556

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/03/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2020**

Contract term: **1 year and 363 days**

4. Type of contract: **Other (include description): MSA Work Plan**

Contract description: **Cloud Services**

5. Purpose of contract:

This is a new work plan under Master Service Agreement #18855 which provides cloud-hosted software application used to track Naloxone, including licensing and subscription and various activities to set up and deploy the application.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$27,767.80**

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a Statewide Contract to allow for the purchase of Cloud Services (Software-as-a-Service [SaaS], Platform-as-a-Service [PaaS] and Infrastructure-as-a-Service [IaaS]) from contracted vendors and their fulfillment partners.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Hosted system software license and subscription which the State must order through an outside vendor.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Quotes and proposals were solicited for the Statewide bid through Purchasing Division.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Stephanie Woodard, Psy.D. Ph: 209-747-2486

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	06/21/2018 11:07:44 AM
Division Approval	rmorse	06/21/2018 11:07:48 AM
Department Approval	valpers	06/21/2018 13:18:02 PM
Contract Manager Approval	rmorse	06/21/2018 15:53:28 PM
EITS Approval	lolso3	06/22/2018 08:10:32 AM
Budget Analyst Approval	afrantz	07/03/2018 08:55:57 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: **18071**

Amendment Number: **1**

Legal Entity Name: University of Pittsburgh

Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**

Contractor Name: **University of Pittsburgh**

Agency Code: **406**

Address: **The Offices at Baum, 4th Floor**

Appropriation Unit: **3218-22**

5607 Baum Boulevard

Is budget authority available?: **Yes**

City/State/Zip **Pittsburgh, PA 15206-3701**

If "No" please explain: Not Applicable

Contact/Phone: Lucy Cafeo 412-624-8969

Vendor No.: T29009120

NV Business ID: Governmental Entity

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 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C 15562

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 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2018**

Contract term: **4 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **Health Surveilance**

5. Purpose of contract:

This is the first amendment to the original interlocal agreement that continues ongoing monitoring to access and analyze real-time data on over-the-counter drug sales for public health surveillance. This amendment extends the termination date from June 30, 2018 to June 30, 2020 and increases the maximum amount from $23,739.66 to $46,802.19 due to continued need for theses services.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$23,739.66	$23,739.66	$23,739.66	Yes - Info
2.	Amount of current amendment (#1):	$23,062.53	$23,062.53	$46,802.19	Yes - Info
3.	New maximum contract amount:	$46,802.19			
	and/or the termination date of the original contract has changed to:	06/30/2020			

II. JUSTIFICATION

7. What conditions require that this work be done?

The State Epidemiologist and Health Officer need to be able to monitor collected data on over-the-counter drug sales on a real-time basis to determine their possible effects on Nevada. This will enable them to identify disease outbreaks, as either naturally occuring or as a result of bioterrorism.

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 real-time database with the required information.

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. Soliciation Waiver: **Exempt (Per statute)**

   c. Why was this contractor chosen in preference to other?

Pursuant to NRS 277.180 one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking.

   d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The vendor has provided services to the division for many years - satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	06/27/2018 14:42:54 PM
Division Approval	rmorse	06/27/2018 14:42:57 PM
Department Approval	vmilazz1	06/27/2018 17:38:24 PM
Contract Manager Approval	rmorse	06/29/2018 09:50:51 AM
Budget Analyst Approval	afrantz	06/29/2018 15:53:13 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20089**

		Legal Entity Name:	Board of Regents-UNR School of Medicine
Agency Name:	**DHHS - PUBLIC AND BEHAVIORAL HEALTH**	Contractor Name:	**Board of Regents-UNR School of Medicine**
Agency Code:	**406**	Address:	**1664 N. Virginia Street**
Appropriation Unit:	**3648-30**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89557**
If "No" please explain:	Not Applicable	Contact/Phone:	Julie Redding 775-682-7718
		Vendor No.:	D35000816
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C 16540

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **No**

   If "Yes", please explain

   Not Applicable

3. Termination Date: **06/30/2019**
   Contract term: **364 days**

4. Type of contract: **Interlocal Agreement**
   Contract description: **Clinical Training**

5. Purpose of contract:

   This is a new interlocal agreement to provide weekly clinical consultation to clinicians and psychology interns.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$31,500.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

   Rural Clinics relies on residential interns to provide services to clients.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

   State employees are performing the wok.

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. Soliciation Waiver: **Exempt (Per statute)**

   c. Why was this contractor chosen in preference to other?

Pursuant to NRS 277.180 one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Governmental entities routinely perform services for each other.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:
    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vmilazz1	06/27/2018 17:47:27 PM
Division Approval	vmilazz1	06/27/2018 17:47:30 PM
Department Approval	vmilazz1	06/27/2018 17:47:33 PM
Contract Manager Approval	rmorse	06/28/2018 15:49:18 PM
Budget Analyst Approval	afrantz	06/29/2018 14:27:51 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: **19877**

		Legal Entity Name:	LYON COUNTY
Agency Name:	**DHHS - WELFARE AND SUPPORTIVE SERVICES**	Contractor Name:	**LYON COUNTY**
Agency Code:	**407**	Address:	**LYON CO HUMAN SERVICES SFSP**
Appropriation Unit:	**4862-04**		**620 LAKE ST**
Is budget authority available?:	**Yes**	City/State/Zip	**SILVER SPRINGS, NV 89429-9038**
If "No" please explain:	Not Applicable	Contact/Phone:	775/577-5009
		Vendor No.:	T40156600AA
		NV Business ID:	GOV"T Entity

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %		Fees	0.00 %	
X	Federal Funds	**32.00 %**		Bonds	0.00 %	
	Highway Funds	0.00 %	**X**	Other funding	**68.00 %**	**Universal Energy Charge**

Agency Reference #: 407

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**
   Anticipated BOE meeting date 06/2018

   Retroactive? **No**

   If "Yes", please explain

   Not Applicable

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **Interlocal Agreement**
   Contract description: **EAP Intake Site**

5. Purpose of contract:

   This is a new contract to provide ongoing services for the Energy Assistance Program intake sites to provide application assistance for cost of home energy to low income and senior populations of Nevada.

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 $10.00 per completed application

II. JUSTIFICATION

7. What conditions require that this work be done?

   Funding through the Low Income Home Energy Assistance Program block grant allows for increased program access for applicants by collaboration with various entities to assist with the EAP application completion process.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

   These various public and non-profit vendors assist with the EAP application process, which significantly decreases processing time by state employees.

9. Were quotes or proposals solicited? No
   Was the solicitation (RFP) done by the Purchasing Division? No
   a. List the names of vendors that were solicited to submit proposals (include at least three):

   Not Applicable

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

    Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    Currently under contract with DWSS and providing satisfactory service.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:
    Betsy Ransdell, SSPS III, Eligibility and Payments Ph: (775) 684-0552

20. Contract Status:
    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dsorense	04/06/2018 13:55:14 PM
Division Approval	bberry	06/13/2018 11:23:46 AM
Department Approval	vmilazz1	06/24/2018 17:13:52 PM
Contract Manager Approval	mpomerle	06/26/2018 09:23:04 AM
Budget Analyst Approval	nhovden	06/29/2018 18:25:55 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: **20154**

		Legal Entity Name:	Anytime Plumbing, Inc.
Agency Name:	**DHHS - DIVISION OF CHILD AND FAMILY SERVICES**	Contractor Name:	**Anytime Plumbing, Inc.**
Agency Code:	**409**	Address:	**4690 West Post Rd. #130**
Appropriation Unit:	**3148-07**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89118**
If "No" please explain:	Not Applicable	Contact/Phone:	Scott Jester 702-303-6437
		Vendor No.:	PUR0005090
		NV Business ID:	NV19991205584

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Plumbing Repairs**

5. Purpose of contract:

This is a new contract that continues ongoing plumbing and HVAC repairs on an as needed basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$28,120.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Large plumbing jobs require extra personnel and equipment and one emergency project can easily reach the full contracted amount. Emergency repairs are extremely important to ensure health and safety of Youth and Staff at Summit View.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Some plumbing work requires specialized tools and equipment. This service is used as a backup should the on-site plumbing staff not be available or have the proper equipment necessary to conduct the emergency plumbing repairs.

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):

Anytime Plumbing
Silverstar Plumbing
Big Dawg Plumbing

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Agency chose Anytime Plumbing because they are best suited to fit the needs of Summit View Youth Center for 24/7 emergency service repairs.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor has been under contract (CETS #15548) with DCFS for the same services for the past four years and services provided have been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dander16	05/24/2018 15:17:38 PM
Division Approval	knielsen	06/19/2018 10:52:07 AM
Department Approval	vmilazz1	06/27/2018 18:04:07 PM
Contract Manager Approval	knielsen	06/28/2018 10:55:04 AM
Budget Analyst Approval	nhovden	06/29/2018 15:07:07 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20161**

		Legal Entity Name:	Budget Fence Company
Agency Name:	**DHHS - DIVISION OF CHILD AND FAMILY SERVICES**	Contractor Name:	**Budget Fence Company**
Agency Code:	**409**	Address:	**4295 S. Arville St.**
Appropriation Unit:	**3148-07**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89103**
If "No" please explain:	Not Applicable	Contact/Phone:	Brian Frederickson 702-850-2468
		Vendor No.:	T27040724
		NV Business ID:	NV20161389926

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Fence/Gate Repair**

5. Purpose of contract:

This is a new contract to provide emergency repair services for fences, gates, openers, razor wire, anti-climb mesh and associated equipment on an as needed basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$38,400.00**

Other basis for payment: Standard: $200 per hour; Overtime: $300 per hour; Emergency $400 per hour. Minimum of 4 hours (2-man crew) per service call.

II. JUSTIFICATION

7. What conditions require that this work be done?

Secure facility requires fencing repairs anytime there is damage due to operational error or any unforeseen emergencies such as vehicle errors due to vendors entering and exiting the sally port gates or any other unknown/unpredictable situations like an attempted escape by youth. Summit View gates and openers must be 100% operational 24 hours a day, 7 days a week to ensure the safety and security of the staff and the youth at the facility.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Work requires specialized tools and equipment; Summit View does not have the tools or staff trained to properly operate them.

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):

Budget Fence Company
Tiberti Fence
Gibson Gates
Allstar Fence

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Budget Fence Company was selected because they best fit the needs of our agency. Budget fence has displayed the skills and knowledge to install and make repairs of fencing, razor wire, manual and automatic gates, controlled barriers and access control systems. They are responsive to all requests and are willing to work with the needs of a 24 hour facility.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dander16	05/25/2018 13:15:46 PM
Division Approval	mgalli	06/25/2018 12:42:19 PM
Department Approval	vmilazz1	06/27/2018 18:12:38 PM
Contract Manager Approval	knielsen	06/28/2018 10:56:13 AM
Budget Analyst Approval	nhovden	06/29/2018 14:30:19 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: **20152**

		Legal Entity Name:	Chill Rite HVAC and Mechanical
Agency Name:	**DHHS - DIVISION OF CHILD AND FAMILY SERVICES**	Contractor Name:	**Chill Rite HVAC and Mechanical**
Agency Code:	**409**	Address:	**6295 McLeod Dr. Ste. 1**
Appropriation Unit:	**3148-07**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89120**
If "No" please explain:	Not Applicable	Contact/Phone:	Steve Robledo 702-456-6200
		Vendor No.:	
		NV Business ID:	NV19941128460

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:
   a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**
   Anticipated BOE meeting date 07/2018

   Retroactive? **No**
   If "Yes", please explain
   Not Applicable

3. Termination Date: **06/30/2022**
   Contract term: **4 years**

4. Type of contract: **Contract**
   Contract description: **HVAC Services**

5. Purpose of contract:
   This is a new contract to provide inspection, repair and maintenance of heating, ventilation, air conditioning and refrigeration equipment.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$27,048.00**

II. JUSTIFICATION

7. What conditions require that this work be done?
   HVAC Repairs are necessary to keep all 36 HVAC units at SVYC- 24-hour facility running and operational at all times.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
   HVAC work requires specialized tools and licenses. SVYC staff are not equipped to do the repairs 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):
   Chill Rite HVAC
   ABM Building Service
   Quality Mechanical
   b. Soliciation Waiver: **Not Applicable**
   c. Why was this contractor chosen in preference to other?

Lowest bid

d. Last bid date: 01/23/2018 Anticipated re-bid date: 01/24/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dander16	05/24/2018 15:15:50 PM
Division Approval	knielsen	06/19/2018 10:48:46 AM
Department Approval	vmilazz1	06/27/2018 18:08:12 PM
Contract Manager Approval	knielsen	06/28/2018 10:59:13 AM
Budget Analyst Approval	nhovden	06/29/2018 15:00:48 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: **18759**

Amendment Number: **1**

Legal Entity Name: COWEE, MICHELE A DBA

Agency Name: **DEPARTMENT OF CORRECTIONS**

Agency Code: **440**

Appropriation Unit: **3710-04**

Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Contractor Name: **COWEE, MICHELE A DBA**

Address: **SIERRA DIETETICS**
302 N MINNESOTA ST

City/State/Zip **CARSON CITY, NV 89703**

Contact/Phone: Michele Cowee 775/884-0544

Vendor No.: T27005926A

NV Business ID: NV20141066027

To what State Fiscal Year(s) will the contract be charged? **2018-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2021**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Menu Certification**

5. Purpose of contract:

This is the first amendment to the original contract that provides ongoing review and certification of all Department menus statewide, including but not limited to, men's, women's, medical special diets and religious diets to ensure compliance with state and federal government mandated requirements for dietary allowance and special religious dietary requirements. This amendment increases the total maximum contract amount from $8,400.00 to $11,200.00 to allow for additional hours needed to revise and consolidate institutional menus.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$8,400.00	$8,400.00	$8,400.00	No
2.	Amount of current amendment (#1):	$2,800.00	$11,200.00	$11,200.00	Yes - Info
3.	New maximum contract amount:	$11,200.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Department menus must ensure compliance with state and federal government mandated requirements for dietary allowances and special religious dietary requirements.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The department does not have a Registered Dietitian/Nutritionist on staff to review and certify the menus. No other state agency offers 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. Soliciation Waiver: **Not Applicable**

   c. Why was this contractor chosen in preference to other?

   Michele A. Cowee, a sole proprietor was the lowest bidder

   d. Last bid date: 03/29/2017 Anticipated re-bid date: 02/26/2021

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

    Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    FY18 to current, NDOC, services have been verified as satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

    Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dmartine	07/10/2018 16:55:23 PM
Division Approval	amonro1	07/11/2018 10:57:58 AM
Department Approval	sewart	07/11/2018 11:59:05 AM
Contract Manager Approval	mkillia1	07/17/2018 10:55:40 AM
Budget Analyst Approval	bmacke1	07/23/2018 10:43:43 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20095**

		Legal Entity Name:	WASHOE COUNTY SHERIFFS OFFICE
Agency Name:	**DEPARTMENT OF CORRECTIONS**	Contractor Name:	**WASHOE COUNTY SHERIFFS OFFICE**
Agency Code:	**440**	Address:	**911 PARR BLVD**
Appropriation Unit:	**3710-04**		
Is budget authority available?:	**Yes**	City/State/Zip	**RENO, NV 89512**
If "No" please explain:	Not Applicable	Contact/Phone:	Trisha Beckman 775-328-2800
		Vendor No.:	T81089497
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **Yes**

If "Yes", please explain

This contract is retroactive to July 01, 2018 because the Washoe County Commissioner's meeting was rescheduled to the last week of June and the signed contract was returned to the Department the first week of July.

3. Termination Date: **06/30/2019**

Contract term: **364 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Forensic Services**

5. Purpose of contract:

This is a new interlocal agreement to provide ongoing forensic services to the Department of Corrections, Inspector General's Office for obtaining usable physical evidence for administrative proceedings and criminal prosecutions. This includes PREA evidence, drugs, swab tests, and fluids for investigative support in means of testing evidence.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$12,977.00**

Other basis for payment: Upon satisfactory completion of services and submission of invoice. Split between category 04 - Operating and 16 - PREA

II. JUSTIFICATION

7. What conditions require that this work be done?

The collection of viable physical evidence is necessary for admission in administrative and court proceedings.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The NDOC does not have the personnel, knowledge, or equipment to perform these duties.

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. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The Washoe County Sheriff's Office is one of two forensic labs in the State of Nevada.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:
Pam DelPorto, null Ph: null

20. Contract Status:
Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dmartine	05/17/2018 15:38:18 PM
Division Approval	amonro1	05/18/2018 11:53:46 AM
Department Approval	sewart	05/18/2018 13:09:19 PM
Contract Manager Approval	mkillia1	07/17/2018 10:47:31 AM
Budget Analyst Approval	bmacke1	07/23/2018 13:35:48 PM

Purchasing Division
Northern Administration
5500 Snyder Ave.
Carson City, NV 89701
(775) 887-3252
Fax: (775) 887-3343

Brian Sandoval
Governor

James Dzurenda
Director

John Borrowman
Deputy Director
Support Services

State of Nevada
Department of Corrections

MEMORANDUM

TO: Bridgette Garrison, Executive Branch Budget Officer I,
Governor's Finance Office – Budget Division

FROM: Scott Ewart, Chief of Fiscal Services

DATE: July 23, 2018

SUBJECT: Retroactive Contract Washoe County Sheriff's Office CETS# 20095

Nevada Department of Corrections respectfully requests approval for the retroactive contract between the Nevada Department of Corrections (NDOC) and Washoe County on behalf of Washoe County Sheriff's Office. NDOC is requesting a retroactive effective date of July 01, 2018, to prevent the interruption of ongoing forensic science services to the NDOC Inspector General's Office.

The contract was submitted to Washoe County in May to be placed on the June Board of Commissioners meeting agenda, however, extenuating circumstances required the Board to reschedule their meeting to the last week of June. The rescheduling of the Board of Commissioners meeting delayed the timely submission of a completed contract prior to July 01, 2018.

Should you have any questions please contact me at (775) 887-3210 or by email at sewart@doc.nv.gov.

Thank you.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20207**

		Legal Entity Name:	DESERT BOILERS & CONTROLS INC
Agency Name:	**DEPARTMENT OF CORRECTIONS**	Contractor Name:	**DESERT BOILERS & CONTROLS INC**
Agency Code:	**440**	Address:	**305 W SAINT LOUIS AVE**
Appropriation Unit:	**3751-07**		
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89102**
If "No" please explain:	Not Applicable	Contact/Phone:	John Agrego 702/631-7780
		Vendor No.:	T81025013
		NV Business ID:	NV19971189711

To what State Fiscal Year(s) will the contract be charged? **2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/19/2018**

Anticipated BOE meeting date 06/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **11 days**

4. Type of contract: **Contract**

Contract description: **Boiler repair**

5. Purpose of contract:

This is a new contract to provide repairs on one of three boilers located at Ely State Prison. Contract 19643 expired before services could be provided due to unforeseen delays procuring the necessary parts to complete the service. No payments for incomplete services or parts were made under the previous contract. Final payment for completed services, including parts, will be made pursuant to this new contract.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$19,526.25**

Other basis for payment: Payment shall be made upon satisfactory completion of services and submission of invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

Ely State Prison has 3 boilers which provide all the heat and hot water to the facility. At the present time only two boilers are running, if one of the functioning boilers should fail, it would jeopardize the health and safety of the inmates and staff at the facility.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not certified or licensed to perform the necessary repairs.

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):

Industrial Control Systems, LLC
RF MacDonald Co.

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Desert Boilers was the lowest responsible bidder.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

NDOC, 2014 to current. Services have been verified as satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:
    Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?
    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?
    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?
    Yes

19. Agency Field Contract Monitor:
    James Tallerico, null Ph: 775-289-1250

20. Contract Status:
    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cjackson	06/06/2018 13:21:50 PM
Division Approval	sewart	06/06/2018 15:28:59 PM
Department Approval	sewart	06/06/2018 15:29:02 PM
Contract Manager Approval	mkillia1	06/14/2018 11:45:46 AM
Budget Analyst Approval	bmacke1	06/19/2018 11:48:33 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: **15597**

Amendment Number: **2**

Legal Entity Name: Pipe Maintenance Service, Inc.

Agency Name: **DEPARTMENT OF CORRECTIONS**

Contractor Name: **Pipe Maintenance Service, Inc.**

Agency Code: **440**

Address: **4505 Andrews Street**

Appropriation Unit: **3760-09**

Is budget authority available?: **Yes**

City/State/Zip **North Las Vegas, NV 89081**

If "No" please explain: Not Applicable

Contact/Phone: Bob Miller 702/642-9318

Vendor No.: T81032110

NV Business ID: NV19951147697

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.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP 201404

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 06/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2018**

Contract term: **4 years and 184 days**

4. Type of contract: **Contract**

Contract description: **Grease Trap Pumping**

5. Purpose of contract:

This is the second amendment to the original contract which provides ongoing grease trap pumping services at the following correctional facilities located in Southern Nevada; Casa Grande Transitional Housing, High Desert State Prison, Florence McClure Women's Correctional Center, Southern Desert Correctional Center, Three Lakes Conservation Camp, and Jean Conservation Camp. This amendment extends the contract termination date from June 30, 2018 to December 31, 2018, and increases the maximum amount of the contract from $89,579.00 to $102,047.50 to prevent interruption of services during the transition to a new vendor.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$88,684.00	$88,684.00	$88,684.00	Yes - Action
	a. Amendment 1:	$895.00	$895.00	$895.00	No
2.	Amount of current amendment (#2):	$12,468.50	$13,363.50	$13,363.50	Yes - Info
3.	New maximum contract amount:	$102,047.50			
	and/or the termination date of the original contract has changed to:	12/31/2018			

II. JUSTIFICATION

7. What conditions require that this work be done?

For the health of Nevada Department of Corrections staff and inmates.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Historically, Nevada Department of Corrections has outsourced pumping the grease traps at their facilities because this service requires the expertise of a company with the equipment necessary to pump the waste material from the grease traps and haul it away to a safe environment.

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. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pipe Maintenance Service, Inc. was the only vendor that responded to the RFP. E-mails were sent to vendors found on the internet that perform these services. The RFP was advertised in the Las Vegas Review Journal, Reno Gazette Journal and was posted to the State Purchasing website "Other Agency RFP Opportunities".

d. Last bid date: 04/06/2018 Anticipated re-bid date: 09/10/2018

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY06 - current with Department of Corrections. Service has been verified as satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bweisent	06/26/2018 14:58:29 PM
Division Approval	amonro1	06/27/2018 07:48:04 AM

Department Approval	sewart	06/27/2018 08:41:02 AM
Contract Manager Approval	mkillia1	06/27/2018 14:28:05 PM
Budget Analyst Approval	bmacke1	07/02/2018 08:48:43 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20376**

		Legal Entity Name:	GRAPHIC IMAGING SERVICES INC
Agency Name:	**GCB - GAMING CONTROL BOARD**	Contractor Name:	**GRAPHIC IMAGING SERVICES INC**
Agency Code:	**611**	Address:	**1601 S RAINBOW BLVD STE 150**
Appropriation Unit:	**4061-04**		
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89146**
If "No" please explain:	Not Applicable	Contact/Phone:	702/222-3590
		Vendor No.:	T29029303
		NV Business ID:	NV19971118037

To what State Fiscal Year(s) will the contract be charged? **2018-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/29/2018**

Anticipated BOE meeting date 06/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/29/2020**

Contract term: **2 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Document Scanning**

5. Purpose of contract:

This is a new contract to provide document scanning and conversion into a PDF format so the documents can be stored electronically.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$17,000.00**

Payment for services will be made at the rate of $0.07 per page

Other basis for payment: Plus other related charges in accordance with Attachment CC - Contractor's Response

II. JUSTIFICATION

7. What conditions require that this work be done?

The Gaming Control Board's Enforcement Division is looking to convert paper documents into electronic files to preserve the information and prevent data loss.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The files to be scanned are highly sensitive and therefore cannot be removed from custody of the Gaming Control Board's Enforcement Division. The Gaming Control Board has insufficient manpower and equipment resources to complete the project. The Nevada State Library and Archives has declined the work, citing short staffing levels.

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):

Graphic Imaging Services
High Desert Microimaging
BMI Imaging Systems

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The chosen vendor was selected based upon price.

d. Last bid date: 06/08/2018 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor has been engaged under contract with the Gaming Control Board before - services were satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	klay0	06/25/2018 14:05:51 PM
Division Approval	klay0	06/25/2018 14:05:55 PM
Department Approval	klay0	06/25/2018 14:06:00 PM
Contract Manager Approval	klay0	06/25/2018 14:06:05 PM
Budget Analyst Approval	laaron	06/29/2018 12:59:01 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20146**

		Legal Entity Name:	HERNANDEZ, FELICITAS
Agency Name:	**DPS-HIGHWAY PATROL**	Contractor Name:	**HERNANDEZ, FELICITAS**
Agency Code:	**651**	Address:	**dba Alex's Cleaning Service**
Appropriation Unit:	**4713-04**		**1519 TRUBODE LN**
Is budget authority available?:	**Yes**	City/State/Zip	**FERNLEY, NV 89408-7117**
If "No" please explain:	Not Applicable	Contact/Phone:	Felicitas Hernandez 775/842-0108
		Vendor No.:	T27025265
		NV Business ID:	NV20101233013

To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %		Fees	0.00 %
	Federal Funds	0.00 %		Bonds	0.00 %
X	Highway Funds	**100.00 %**		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2019**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2022**
   Contract term: **4 years**

4. Type of contract: **Contract**
   Contract description: **Janitorial Services**

5. Purpose of contract:

This is a new contract to provide ongoing janitorial services at the Nevada Highway Patrol office in Fernley.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$17,120.00**

Payment for services will be made at the rate of $335.00 per month

Other basis for payment: $130.00 per carpet cleaning done twice yearly

II. JUSTIFICATION

7. What conditions require that this work be done?

State facilities must be cleaned and maintained.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees who provide this type of 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):

Commercial Janitorial of Reno
Sparkle and Shine
Felicitas Hernandez, dba Alex's Cleaning Service

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This was the only vendor who provided a response and quote to the Informal Solicitation.

d. Last bid date: 03/01/2018 Anticipated re-bid date: 03/01/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor is currently under contract with DPS and service has been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bmarti8	06/21/2018 09:20:59 AM
Division Approval	cboegle	07/03/2018 14:04:11 PM
Department Approval	cboegle	07/03/2018 14:04:19 PM
Contract Manager Approval	cboegle	07/03/2018 14:04:23 PM
Budget Analyst Approval	jrodrig9	07/12/2018 16:06:58 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: **20301**

		Legal Entity Name:	MINERAL COUNTY HOSPITAL DIST
Agency Name:	**DPS-HIGHWAY PATROL**	Contractor Name:	**MINERAL COUNTY HOSPITAL DIST**
Agency Code:	**651**	Address:	**MT GRANT GENERAL HOSPITAL**
Appropriation Unit:	**4713-08**		**PO BOX 16313**
Is budget authority available?:	**Yes**	City/State/Zip	**BELFAST, ME 04915-4058**
If "No" please explain:	Not Applicable	Contact/Phone:	Tammy Strange 775/945-2461
		Vendor No.:	T10636700
		NV Business ID:	NV20131601430

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %		Fees	0.00 %
	Federal Funds	0.00 %		Bonds	0.00 %
X	Highway Funds	**100.00 %**		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/02/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2022**

Contract term: **3 years and 364 days**

4. Type of contract: **Contract**

Contract description: **Blood Draw Services**

5. Purpose of contract:

This is a new contract to provide blood draw services for the Nevada Highway Patrol for evidentiary purposes when a person is arrested on suspicion of driving under the influence of drugs and/or alcohol.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$16,000.00**

Payment for services will be made at the rate of $56.00 per Blood draw done from 9am-5pm PST

Other basis for payment: $166.00 per Blood draw done outside of normal business hours

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Highway Patrol Officers must have a nearby medical facility available at all times that can do evidentiary blood draws. These draws must be done within two hours of a subject being arrested on suspicion of driving under the influence of drugs and/or alcohol.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees who can provide this service.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is the only available medical facility that can do blood draws 24 hours a day 7 days a week in the Hawthorne area.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Other State of Nevada agencies currently utilize this facility and services are satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bmarti8	06/19/2018 14:20:12 PM
Division Approval	jdibasil	06/20/2018 16:40:12 PM
Department Approval	cboegle	06/21/2018 12:41:56 PM
Contract Manager Approval	cboegle	06/21/2018 12:41:59 PM
Budget Analyst Approval	jrodrig9	07/02/2018 15:06:41 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: **20303**

		Legal Entity Name:	PERSHING GENERAL HOSPITAL
Agency Name:	**DPS-HIGHWAY PATROL**	Contractor Name:	**PERSHING GENERAL HOSPITAL**
Agency Code:	**651**	Address:	**855 6th St.**
Appropriation Unit:	**4713-08**		**P.O. BOX 661**
Is budget authority available?:	**Yes**	City/State/Zip	**LOVELOCK, NV 89419-0661**
If "No" please explain:	Not Applicable	Contact/Phone:	Vanessa Campbell 775-273-2621
		Vendor No.:	T80588140A
		NV Business ID:	NV20151320477

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %		Fees	0.00 %
	Federal Funds	0.00 %		Bonds	0.00 %
X	Highway Funds	**100.00 %**		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/02/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2022**

Contract term: **3 years and 364 days**

4. Type of contract: **Contract**

Contract description: **Blood Draw Services**

5. Purpose of contract:

This is a new contract to provide blood draw services for the Nevada Highway Patrol for evidentiary purposes when a person is arrested on suspicion of driving under the influence of drugs and/or alcohol.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$12,000.00**

Payment for services will be made at the rate of $52.80 per Blood Draw

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Highway Patrol Officers must have a nearby medical facility available at all times that can do evidentiary blood draws. These draws must be done within two hours of a subject being arrested on suspicion of driving under the influence of drugs and/or alcohol.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employee who can provide this service.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is the only hospital that can do blood draws in the Lovelock area.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The facility is currently being utilized by other State agencies and work has been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bmarti8	06/19/2018 14:17:55 PM
Division Approval	cboegle	06/21/2018 14:34:12 PM
Department Approval	cboegle	06/21/2018 14:34:16 PM
Contract Manager Approval	cboegle	06/21/2018 14:34:20 PM
Budget Analyst Approval	jrodrig9	07/02/2018 15:00:56 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20321**

		Legal Entity Name:	WHITE PINE, COUNTY OF
Agency Name:	**DPS-HIGHWAY PATROL**	Contractor Name:	**WHITE PINE, COUNTY OF**
Agency Code:	**651**	Address:	**WHITE PINE CO SHERIFFS DEPT**
Appropriation Unit:	**4713-08**		**1785 GREAT BASIN BLVD**
Is budget authority available?:	**Yes**	City/State/Zip	**ELY, NV 89301**
If "No" please explain:	Not Applicable	Contact/Phone:	Sheriff Scott Henriod 775/289-8808
		Vendor No.:	T80971176E
		NV Business ID:	NA

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %		Fees	0.00 %
	Federal Funds	0.00 %		Bonds	0.00 %
X	Highway Funds	**100.00 %**		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/12/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2022**

Contract term: **3 years and 354 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Blood Draw Services**

5. Purpose of contract:

This is a new interlocal agreement to provide blood draw services for the Nevada Highway Patrol for evidentiary purposes when a person is arrested on suspicion of driving under the influence of drugs and/or alcohol.

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 $105.00 per Blood Draw

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Highway Patrol Officers must have a nearby medical facility available at all times that can do evidentiary blood draws. These draws must be done within two hours of a subject being arrested on suspicion of driving under the influence of drugs and/or alcohol.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees who can provide this service.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The facility has been utilized by other state agencies and service has been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bmarti8	06/21/2018 09:18:04 AM
Division Approval	jdibasil	07/05/2018 13:57:00 PM
Department Approval	cboegle	07/05/2018 14:28:53 PM
Contract Manager Approval	cboegle	07/05/2018 14:28:56 PM
Budget Analyst Approval	jrodrig9	07/12/2018 15:36:49 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: **20179**

		Legal Entity Name:	Global 7 Environmental Health & Safety Corp
Agency Name:	**DPS-EMERGENCY MANAGEMENT**	Contractor Name:	**Global 7 Environmental Health & Safety Corp**
Agency Code:	**654**	Address:	**2944 NW 156th Street**
Appropriation Unit:	**3673-31**		
Is budget authority available?:	**Yes**	City/State/Zip	**Edmond, OK 73013-2102**
If "No" please explain:	Not Applicable	Contact/Phone:	Lanita Magee 817-733-4401
		Vendor No.:	T27042277
		NV Business ID:	n/a

To what State Fiscal Year(s) will the contract be charged? **2019-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/12/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2020**

Contract term: **1 year and 354 days**

4. Type of contract: **Contract**

Contract description: **Training**

5. Purpose of contract:

This is a new contract to provide Federal Emergency Management Agency (FEMA) approved training in the use of the Emergency Management Institute - National Incident Management System.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$24,762.00**

Payment for services will be made at the rate of $8,254.00 per class

II. JUSTIFICATION

7. What conditions require that this work be done?

The Federal Emergency Management Agency Emergency Management Institute National Incident Management System All Hazards courses are held infrequently and generally hosted by specific states. There has been increased interest in the training's throughout Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada does not have instructors with FEMA certification at the State or Local level to conduct these courses.

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):

Wiland Associates LLC
EarlyAlert Inc
Global 7 Environmental, Health & Safety

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Lowest quoted price and the division has utilized this vendor in the past.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

NRS 80.015 clearly defines what a business entity is when considering if a business license is required. NRS 80.015(j) states that isolated transactions that are physically performed in Nevada less than 30 days and are not part of a series of transactions is not a business entity. This contractor will not be physically doing work in the State of Nevada for more than 30 days. Additionally, the vendor does not meet the requirement of NRS 76.100, paragraph (7b)

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

NRS 80.015 clearly defines what a business entity is when considering if a business license is required. NRS 80.015(j) states that isolated transactions that are physically performed in Nevada less than 30 days and are not part of a series of transactions is not a business entity. This contractor will not be physically doing work in the State of Nevada for more than 30 days. Additionally, the vendor does not meet the requirement of NRS 76.100, paragraph (7b)

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

NRS 80.015 clearly defines what a business entity is when considering if a business license is required. NRS 80.015(j) states that isolated transactions that are physically performed in Nevada less than 30 days and are not part of a series of transactions is not a business entity. This contractor will not be physically doing work in the State of Nevada for more than 30 days. Additionally, the vendor does not meet the requirement of NRS 76.100, paragraph (7b)

19. Agency Field Contract Monitor:

Jon Bakkedahl, Training Officer Ph: 775-687-0320

Eric Wilson, ASO1 Ph: 775-687-0316

Judith Lyman, MA1 Ph: 775-687-0324

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jlun1	06/26/2018 11:34:19 AM
Division Approval	jdibasil	07/05/2018 12:02:23 PM
Department Approval	mcar2	07/12/2018 15:40:57 PM
Contract Manager Approval	mcar2	07/12/2018 15:41:00 PM
Budget Analyst Approval	jrodrig9	07/12/2018 21:32:02 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: **20567**

		Legal Entity Name:	BOARD OF REGENTS-SYSTEM COMPUTING SERVICES
Agency Name:	**DPS-PAROLE BOARD**	Contractor Name:	**BOARD OF REGENTS-SYSTEM COMPUTING SERVICES**
Agency Code:	**660**	Address:	**1664 N VIRGINIA ST STOP 270**
Appropriation Unit:	**3800-04**		
Is budget authority available?:	**Yes**	City/State/Zip	**RENO, NV 89557**
If "No" please explain:	Not Applicable	Contact/Phone:	775/784-3732
		Vendor No.:	D35000811
		NV Business ID:	GOVERNMENTAL ENTITY

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**

Anticipated BOE meeting date 09/2018

Retroactive? **Yes**

If "Yes", please explain

Due to negotiations of pricing of the T-1 lines and due to turnover in the contract manager's positions.

3. Termination Date: **06/30/2019**

Contract term: **1 year and 364 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **NSHE Video**

5. Purpose of contract:

This is a new interlocal agreement to provide ongoing NevadaNet interactive video connectivity for the Nevada Board of Parole Commissioners at their offices located in Las Vegas and Carson City.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$32,624.00**

Payment for services will be made at the rate of $16,160.00 per fiscal year

II. JUSTIFICATION

7. What conditions require that this work be done?

The Parole Board uses video conferencing equipment in order to conduct parole hearings. To use this equipment, the Board requires dependable, high-speed video network access. The Nevada System of Higher Education (NSHE) has this infrastructure in place and provides a high level of service.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Parole Board employees do not have the necessary technical expertise. The contractor is another 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. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

NRS 277.180 Interlocal contracts.
1. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Yes, for multiple agencies and service was satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:
Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kbaker	07/12/2018 16:16:59 PM
Division Approval	nkephart	07/13/2018 08:09:27 AM
Department Approval	mcar2	07/13/2018 16:09:54 PM
Contract Manager Approval	mcar2	07/13/2018 16:10:02 PM
Budget Analyst Approval	nhovden	07/20/2018 13:47:40 PM

Brian Sandoval
Governor

Nevada Department of
Public Safety

James M. Wright
Director

Director's Office
555 Wright Way
Carson City, Nevada 89711-0525
Telephone (775) 684-4808 • Fax (775) 684-4809

Memorandum

DATE: June 25, 2018

TO: James Wells, Director, Governor's Finance Office

THRU: Jim Rodriguez, Budget Analyst, Governor's Finance Office
Melissa Carr, DPS Administrative Services Officer

FROM: Christopher P. DeRicco, NBPC Acting Chairman

SUBJECT: Request for Retroactive Interstate Interlocal Agreement

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The Department of Public Safety's Nevada Board of Parole Commissioners require the continued use of NevadaNet Interactive Video Connectivity through the Nevada System of Higher Education (NSHE), to conduct Parole hearings via web. NSHE provides two conference rooms in Las Vegas and two conference rooms in Carson City.

This Interstate Interlocal is being requested retroactively due to negotiations of pricing of the T-1 lines and due to turnover in the contract manger positions. Therefore, the Departments request a retroactive Interstate Interlocal.

Your consideration in approval of this Interstate Interlocal is greatly appreciated. If you have questions or concerns, please contact me at 775-684-4593. Thank you.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17189**

Amendment Number: **2**

Legal Entity Name: SUMMIT ENGINEERING CORPORATION

Agency Name: **DEPARTMENT OF WILDLIFE**

Contractor Name: **SUMMIT ENGINEERING CORPORATION**

Agency Code: **702**

Address: **5405 MAE ANNE AVENUE**

Appropriation Unit: **1511-91**

Is budget authority available?: **Yes**

City/State/Zip **RENO, NV 89523**

If "No" please explain: Not Applicable

Contact/Phone: 775/747-8550

Vendor No.: T80920751

NV Business ID: NV19781008234

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %		Fees	0.00 %
X	Federal Funds	**75.00 %**	**X**	Bonds	**25.00 %**
	Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: 16-22

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/04/2015**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2019**

Contract term: **3 years and 330 days**

4. Type of contract: **Other (include description): Professional Services Agreement**

Contract description: **Summit as Needed**

5. Purpose of contract:

This is the second amendment to the original contract, which provides on call, as-needed engineering and surveying services statewide. This amendment increases the maximum amount from $99,999 to $124,998 due to an increased need for these services.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$49,999.00	$49,999.00	$49,999.00	Yes - Info
	a. Amendment 1:	$50,000.00	$50,000.00	$99,999.00	Yes - Action
2.	Amount of current amendment (#2):	$24,999.00	$24,999.00	$24,999.00	Yes - Info
3.	New maximum contract amount:	$124,998.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Various projects requiring surveying and engineering needs in the eastern and western regions of the state.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Requires specialized knowledge and surveying equipment. Proximity to the project not cost effective.

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. Soliciation Waiver: **Professional Service (As defined in NAC 333.150)**

   c. Why was this contractor chosen in preference to other?

   d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	06/12/2018 14:19:32 PM
Division Approval	tdoucett	06/13/2018 16:16:03 PM
Department Approval	eobrien	06/20/2018 16:42:25 PM
Contract Manager Approval	nroble1	06/22/2018 15:43:24 PM
Budget Analyst Approval	cpalme2	07/05/2018 08:59:52 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: **20335**

		Legal Entity Name:	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO UNR
Agency Name:	**DEPARTMENT OF WILDLIFE**	Contractor Name:	**BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO UNR**
Agency Code:	**702**	Address:	**Office of Sponsored Projects**
Appropriation Unit:	**4467-13**		**204 Ross Hall/MS 325**
Is budget authority available?:	**Yes**	City/State/Zip	**RENO, NV 89557**
If "No" please explain:	Not Applicable	Contact/Phone:	775-784-4630
		Vendor No.:	D35000849
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 18-73

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/16/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2020**

Contract term: **2 years and 169 days**

4. Type of contract: **Other (include description): Intrastate Agreement**

Contract description: **UNR Aspen**

5. Purpose of contract:

This is a new intrastate agreement to provide research on the overall dynamics and health of aspen throughout montane regions to identify and prioritize aspen stands for restoration.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$47,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Aspen plant communities are imperiled in Nevada and require research and restoration.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Research requires graduate student focus. This work is beyond the scope of the Department of Wildlife's staff job duties.

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. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

Yes If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

17.5%

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:
Lee Turner, Wildlife Staff Specialist Ph: 775-688-1542

20. Contract Status:
Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	06/22/2018 09:31:57 AM
Division Approval	tdoucett	07/05/2018 14:55:01 PM
Department Approval	eobrien	07/10/2018 17:07:22 PM
Contract Manager Approval	nroble1	07/11/2018 08:29:07 AM
Budget Analyst Approval	cpalme2	07/16/2018 12:48:12 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: **19905**

		Legal Entity Name:	WASHOE STOREY CONSERVATION
Agency Name:	**DEPARTMENT OF WILDLIFE**	Contractor Name:	**WASHOE STOREY CONSERVATION**
Agency Code:	**702**	Address:	**1365 CORPORATE BOULEVARD**
Appropriation Unit:	**4467-14**		
Is budget authority available?:	**Yes**	City/State/Zip	**RENO, NV 89502-7102**
If "No" please explain:	Not Applicable	Contact/Phone:	775/232-1571
		Vendor No.:	T80994836
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	**X**	Fees	**100.00 %**	**Habitat Conservation**
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 **07/09/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **No**

   If "Yes", please explain

   Not Applicable

3. Termination Date: **06/30/2021**
   Contract term: **2 years and 357 days**

4. Type of contract: **Interlocal Agreement**
   Contract description: **Wildlife Restoration**

5. Purpose of contract:

   This is a new interlocal agreement to provide wildlife habitat and ecological restoration services.

6. NEW CONTRACT
   The maximum amount of the contract for the term of the contract is: **$40,000.00**
   Payment for services will be made at the rate of $0.00 per 0.00
   Other basis for payment: Per approved Task Order by both organizations.

II. JUSTIFICATION

7. What conditions require that this work be done?

   Work for habitat and ecological restoration is essential to protect Nevada's wildlife and the Department is partnering with Washoe Storey Cconservation District to utilize their expertise to complete this restoration work.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

   The Department's staff does not possess the expertise and/or equipment to complete this restoration work without this partnership in place.

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. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is a government agency

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

Yes If "Yes", please explain

Washoe Storey Conservation District is a government agency.

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Agriculture, Conservation Districts, and the Environmental Protection agencies have worked with the Washoe Storey Conservation District and work was satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:
Bobby Jones, Biologist Ph: null

20. Contract Status:
Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	06/27/2018 07:54:15 AM
Division Approval	tdoucett	06/28/2018 08:52:50 AM
Department Approval	eobrien	07/02/2018 16:30:39 PM
Contract Manager Approval	nroble1	07/03/2018 16:37:10 PM
Budget Analyst Approval	cpalme2	07/09/2018 14:15:59 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: **20511**

		Legal Entity Name:	HYYTINEN ENGINEERING
Agency Name:	**DCNR - PARKS DIVISION**	Contractor Name:	**HYYTINEN ENGINEERING**
Agency Code:	**704**	Address:	**5458 LONGLEY LANE SUITE B**
Appropriation Unit:	**4162-68**		
Is budget authority available?:	**Yes**	City/State/Zip	**RENO, NV 89511**
If "No" please explain:	Not Applicable	Contact/Phone:	Rodger Hyytinen 775/826-3019
		Vendor No.:	T80814890
		NV Business ID:	NV20111782953

To what State Fiscal Year(s) will the contract be charged? **2019-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/16/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/15/2019**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **Structual Consultant**

5. Purpose of contract:

This is a new contract to provide structural design and administration of the new Visitor Center located at Ice Age Fossil State Park.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$30,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

There is a new park to design and build at Ice Age.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

We don't have the expertise required.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Tectonics Design Group
Forbes-Linchpin
Poggermeyer

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The evaluation committee of five determined that Hyytinen would best serve our needs.

d. Last bid date: 06/26/2018 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor had a contract ending 6/30/18 with satisfactory compliance.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Marc Lepire, Supervisor Associate Engineer Ph: 775-684-2791

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	07/06/2018 10:10:54 AM
Division Approval	sdecrona	07/06/2018 10:10:56 AM
Department Approval	sdecrona	07/06/2018 10:10:58 AM
Contract Manager Approval	sdecrona	07/06/2018 10:11:01 AM
Budget Analyst Approval	cpalme2	07/16/2018 13:59:29 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: **20569**

		Legal Entity Name:	Maverick Helicopters, Inc.
Agency Name:	**DCNR - PARKS DIVISION**	Contractor Name:	**Maverick Helicopters, Inc.**
Agency Code:	**704**	Address:	**6075 Las Vegas Boulevard South**
Appropriation Unit:	**4162-00**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89119**
If "No" please explain:	Not Applicable	Contact/Phone:	John Buch 702-261-0007
		Vendor No.:	
		NV Business ID:	NV19951067637

To what State Fiscal Year(s) will the contract be charged? **2019-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Revenue Contract**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/17/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2020**
   Contract term: **1 year and 349 days**

4. Type of contract: **Revenue Contract**
   Contract description: **Helicopter Weddings**

5. Purpose of contract:

This is a new revenue contract to provide helicopter wedding ceremonies and events at Valley of Fire State Park.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$11,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The vendor wants to conduct helicopter weddings and events.

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. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor has been contracted with Valley of Fire State Park for approximately six years with satisfactory compliance.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Jim Hammons, Park Supervisor Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	07/13/2018 08:59:14 AM
Division Approval	sdecrona	07/13/2018 08:59:18 AM
Department Approval	sdecrona	07/13/2018 08:59:22 AM
Contract Manager Approval	sdecrona	07/13/2018 08:59:24 AM
Budget Analyst Approval	cpalme2	07/17/2018 14:44:22 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: **20515**

		Legal Entity Name:	SUNDANCE HELICOPTERS, INC.
Agency Name:	**DCNR - PARKS DIVISION**	Contractor Name:	**SUNDANCE HELICOPTERS, INC.**
Agency Code:	**704**	Address:	**5596 HAVEN STREET**
Appropriation Unit:	**4162-00**		
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89119**
If "No" please explain:	Not Applicable	Contact/Phone:	Peter Herchik 702/736-0606
		Vendor No.:	T81016401
		NV Business ID:	NV19851007058

To what State Fiscal Year(s) will the contract be charged? **2019-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Revenue Contract**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/16/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2020**
   Contract term: **1 year and 350 days**

4. Type of contract: **Revenue Contract**
   Contract description: **Helicopter Weddings**

5. Purpose of contract:

This is a new revenue contract to provide helicopter weddings and group events at Valley of Fire State Park.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$11,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The vendor will be conducting wedding ceremonies and group events.

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. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

We do not solicit revenue contracts.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:
    Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?
    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?
    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?
    Yes

19. Agency Field Contract Monitor:
    Jim Hammons, Park Supervisor Ph: null

20. Contract Status:
    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	07/09/2018 09:26:53 AM
Division Approval	sdecrona	07/09/2018 09:26:56 AM
Department Approval	sdecrona	07/09/2018 09:26:58 AM
Contract Manager Approval	sdecrona	07/09/2018 09:27:01 AM
Budget Analyst Approval	cpalme2	07/16/2018 14:26:45 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: **20230**

		Legal Entity Name:	Statistical Research, Inc., DBA Altschul Research, Inc.
Agency Name:	**DCNR - PARKS DIVISION**	Contractor Name:	**Statistical Research, Inc., DBA Altschul Research, Inc.**
Agency Code:	**704**	Address:	**4425 Juan Tabo Blvd. NE**
Appropriation Unit:	**4162-68**		**Suite 112**
Is budget authority available?:	**Yes**	City/State/Zip	**Albuquerque, NM 87111**
If "No" please explain:	Not Applicable	Contact/Phone:	Karen Swope 505-323-8300
		Vendor No.:	
		NV Business ID:	NV20151714095

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/25/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/28/2018**

Contract term: **186 days**

4. Type of contract: **Contract**

Contract description: **Historic Report**

5. Purpose of contract:

This is a new contract to provide a historic context report for the Ice Age Fossil State Park which is required for cultural resource clearances of the area.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$44,979.61**

II. JUSTIFICATION

7. What conditions require that this work be done?

A historic report is due before any construction projects or other ground breaking may occur.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

We do not have the staff available.

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):

North Wind Resource Consulting
G2 Archaeology
Desert Research Institute
Broadbent/BEC Environmental

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

SRI was scored the highest.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Janice Keillor, Park & Rec Prog Mngr Ph: 775-684-2787

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	06/07/2018 15:32:38 PM
Division Approval	sdecrona	06/07/2018 15:32:41 PM
Department Approval	sdecrona	06/07/2018 15:32:45 PM
Contract Manager Approval	sdecrona	06/22/2018 14:11:16 PM
Budget Analyst Approval	cpalme2	06/25/2018 10:41:25 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: **20238**

		Legal Entity Name:	BUDGET DRILLING, LLC
Agency Name:	**DCNR - PARKS DIVISION**	Contractor Name:	**BUDGET DRILLING, LLC**
Agency Code:	**704**	Address:	**1170 DARCY LANE**
Appropriation Unit:	**4605-19**		
Is budget authority available?:	**Yes**	City/State/Zip	**PAHRUMP, NV 89060-3890**
If "No" please explain:	Not Applicable	Contact/Phone:	Sam Robinson 702/306-2138
		Vendor No.:	T27035261
		NV Business ID:	NV20121032781

To what State Fiscal Year(s) will the contract be charged? **2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Utility Surcharge**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/18/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**
   Contract term: **131 days**

4. Type of contract: **Contract**
   Contract description: **Emergency Well**

5. Purpose of contract:

This is a new contract to provide service and replacement of the failed well pump motor and cable at Valley of Fire State Park.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$19,936.70**

II. JUSTIFICATION

7. What conditions require that this work be done?

The well pump and motor failed at Valley of Fire State Park.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

We don't have the expertise or 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):

Redding Drilling & Pump
Water Well Services

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

They are the only responded

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

We have an on call contract that started May 2018 for Valley Of Fire State Park.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Tony Howerton, Facilities Manager Ph: 702-486-5126

null, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	06/11/2018 13:25:22 PM
Division Approval	sdecrona	06/11/2018 13:25:24 PM
Department Approval	sdecrona	06/11/2018 13:25:27 PM
Contract Manager Approval	sdecrona	06/22/2018 08:21:15 AM
Budget Analyst Approval	cpalme2	06/25/2018 10:40:48 AM

BRIAN SANDOVAL
Governor

BRADLEY CROWELL
Director

Department of Conservation and
Natural Resources

ERIC M. JOHNSON
Administrator

STATE OF NEVADA

901 S. Stewart Street,
Suite 5005
Carson City, NV
89701-5248

Phone: (775) 684-2770
Fax: (775) 684-2777
stparks@parks.nv.gov
http:parks.nv.gov

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF STATE PARKS

May 15, 2018
MEMORANDUM

TO: Robert Mergell, Deputy Administrator RM
Jennifer Idema, ASO
Tim Hunt, Chief of Planning and Development
Jonathan Brunjes, Southern Region Manager
Bryan Stockton, Deputy District Attorney

FROM: Tony Howerton Facility Manager, Southern Region

RE: Emergency Well Contract

On February 18, 2018 the alarms sounded for the well system indicating that a fault was detected with the domestic water well at Valley of Fire. Do to the depth of the well we are unable to work on the pump and motor. Well companies were called with only one being able to respond in a timely matter. Budget drilling was selected and pulled the pump and motor to find that the pump, motor and cable were bad and needed to be replaced. The cable was upgraded to a heavier type of armor coated variety but had to be ordered. The motor and pump were assembled and ready to reinstall when the cable came in. The cable was arrived and everything was assembled and lowered back down the well with no problems. The well was then monitored for several weeks to insure that no problems would arise.

The funds are being asked from Valleys 4605 surcharge.

Redding Drilling and pump.	**NO reply**
Water Well Services	**Unable to respond**
Budget Drilling LLC	**Quote Included (low bid)**

I was in the process of teaching a couple of coworkers the process of the funds request and memo but had failed to explain that you should always make sure to keep copies. Somewhere between southern region and division the originals have been misplaced and overlooked until now. I have brought this to everyone's attention so that this will not occur again.

Tony Howerton, Facility Manager

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18413**

Amendment Number: **1**

Legal Entity Name: U.S. Department of the Interior

Agency Name: **DCNR - DIVISION OF WATER RESOURCES**

Contractor Name: **U.S. Department of the Interior**

Agency Code: **705**

Address: **2730 N. Deer Run Road**

Appropriation Unit: **4105-10**

Is budget authority available?: **Yes**

City/State/Zip **Carson City , NV 89701**

If "No" please explain: Not Applicable

Contact/Phone: Cara Nadler 775-887-7673

Vendor No.: PUR0000332C

NV Business ID: Governmental Entity

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 %	**X**	Other funding	**100.00 %**	**Water District Assessments**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2017**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2019**

Contract term: **2 years and 274 days**

4. Type of contract: **Other (include description): Joint Funding Agreement**

Contract description: **Lower Humboldt Basin**

5. Purpose of contract:

This is the first amendment to the original joint funding agreement to fund modeling studies in the Lower Humboldt River Basin to determine surface water and ground water interaction. This amendment increases the maximum amount from $218,500 to $255,741 due to the increase in cooperative matching funds.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$218,500.00	$218,500.00	$218,500.00	Yes - Action
2.	Amount of current amendment (#1):	$37,241.00	$37,241.00	$37,241.00	Yes - Info
3.	New maximum contract amount:	$255,741.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Groundwater pumping by junior water right holders may be conflicting with the rights of senior surface water right holders. This model will determine the extent of any conflict that may exist and is needed for future water management in the Humboldt River Basin.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

These studies require a very high level of expertise and resources that the State does not have.

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. Soliciation Waiver: **Not Applicable**

   c. Why was this contractor chosen in preference to other?

   d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Division has executed many agreements with the U.S. Geological Survey that have resulted in many products widely used by governmental agencies to the public. The results have been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
    Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kbaldwi1	07/09/2018 12:18:03 PM
Division Approval	kbaldwi1	07/09/2018 12:18:06 PM
Department Approval	kwilliam	07/18/2018 15:20:48 PM
Contract Manager Approval	kbaldwi1	07/23/2018 11:12:20 AM
Budget Analyst Approval	cmurph3	07/23/2018 11:15:02 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: **20315**

		Legal Entity Name:	EMPIRE TODAY
Agency Name:	**DCNR - FORESTRY DIVISION**	Contractor Name:	**EMPIRE TODAY**
Agency Code:	**706**	Address:	**333 NORTHWEST AVE**
Appropriation Unit:	**4195-95**		
Is budget authority available?:	**Yes**	City/State/Zip	**NORTHLAKE, IL 60164**
If "No" please explain:	Not Applicable	Contact/Phone:	561-803-5766
		Vendor No.:	
		NV Business ID:	NV20121648869

To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**100.00 %**	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: NDF19-003

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/03/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2018**

Contract term: **59 days**

4. Type of contract: **Contract**

Contract description: **Flooring Replacement**

5. Purpose of contract:

This is a new contract to replace the flooring in the division's Las Vegas Office.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$13,950.44**

Payment for services will be made at the rate of $0.00 per N/A

Other basis for payment: Upon receipt and approval of contractor's invoice and verification of work completed in a satisfactory manner.

II. JUSTIFICATION

7. What conditions require that this work be done?

This project was approved as a Deferred Maintenance (M-425) project in the 2017-2019 Biennium Legislative Budget (FY18-FY19).

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Division employees do not have the expertise to complete the work required by this project

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):

Carpet Galore
Cloud Carpet One
Empire Today

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was selected as the best value to the division and State.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Brett Simerly, Support Services Program Manager Ph: 775-684-2517

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgree6	06/25/2018 16:40:13 PM
Division Approval	dprather	06/26/2018 08:00:49 AM
Department Approval	dprather	06/26/2018 08:02:09 AM
Contract Manager Approval	ldunn	06/26/2018 11:37:14 AM
Budget Analyst Approval	cpalme2	07/03/2018 14:50:27 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: **19714**

Amendment Number: **1**

Legal Entity Name: RHP MECHANICAL SYSTEMS

Agency Name: **DCNR - FORESTRY DIVISION**

Agency Code: **706**

Appropriation Unit: **4195-07**

Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Contractor Name: **RHP MECHANICAL SYSTEMS**

Address: **1008 E. 4th Street**
PO BOX 2957

City/State/Zip **RENO, NV 89505-2957**

Contact/Phone: 775/322-9434

Vendor No.: PUR0002724A

NV Business ID: NV20041446186

To what State Fiscal Year(s) will the contract be charged? **2018-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**65.00 %**		Fees	0.00 %	
	Federal Funds	0.00 %		Bonds	0.00 %	
	Highway Funds	0.00 %	**X**	Other funding	**35.00 %**	**NURSERY SALES-11%, FORESTRY HONOR CAMP REVENUE-24%**

Agency Reference #: NDF18-009

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/10/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **04/30/2022**

Contract term: **4 years and 21 days**

4. Type of contract: **Contract**

Contract description: **HVAC/PLUMBING**

5. Purpose of contract:

This is the first amendment to the original contract to provide ongoing heating and air conditioning system, water treatment and plumbing repair services at the Division's Western Region facility, Washoe Nursery, Sierra Front Interagency Dispatch Center and Air Operations facility. This amendment adds two facilities to the scheduled services and increases the maximum amount from $97,849 to $116,089 due to the addition of two facilities.

6. CONTRACT AMENDMENT

		Trans $	Info Accum $	Action Accum $	Agenda
1.	The max amount of the original contract:	$97,849.00	$97,849.00	$97,849.00	Yes - Action
2.	Amount of current amendment (#1):	$18,240.00	$18,240.00	$18,240.00	Yes - Info
3.	New maximum contract amount:	$116,089.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The division's facilities have complex heating and cooling systems which are required to be operational 24 hours/day, 7 days per week. Regular maintenance and/or repair of the systems is necessary to ensure optimal function of the systems and facilities. Additionally, the plumbing systems at the facilities require periodic services and/or repairs to maintain the efficiency and ensure the safety of the staff and the public.

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 technical expertise for the type of services required under this contract.

9. Were quotes or proposals solicited? Yes

   Was the solicitation (RFP) done by the Purchasing Division? No

   a. List the names of vendors that were solicited to submit proposals (include at least three):

   b. Soliciation Waiver: **Not Applicable**

   c. Why was this contractor chosen in preference to other?

   This vendor was chosen as the best value to NDF and the state. The vendor has performed work for the division in previous contracts in a satisfactory manner.

   d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

    No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

    Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

    No

    b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

    No

    c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

    No If "Yes", please explain

    Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

    Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

    RHP Mechanical has been under contract with the Nevada Division of Forestry for multiple contracts in the past. Work performed has been deemed satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

    No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

    Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

    Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

    Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

    Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

    Yes

19. Agency Field Contract Monitor:

20. Contract Status:

    Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgree6	06/25/2018 16:45:57 PM
Division Approval	dprather	06/26/2018 08:01:26 AM

Department Approval	dprather	06/26/2018 08:02:55 AM
Contract Manager Approval	ldunn	06/26/2018 11:35:45 AM
Budget Analyst Approval	cpalme2	07/03/2018 16:30:48 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: **20338**

		Legal Entity Name:	Old Republic Title Company of Nevada
Agency Name:	**DCNR - STATE LANDS**	Contractor Name:	**Old Republic Title Company of Nevada**
Agency Code:	**707**	Address:	**8861 W Sahara Ave., Ste 120**
Appropriation Unit:	**4174-10**		
Is budget authority available?:	**Yes**	City/State/Zip	**Las Vegas, NV 89117-4804**
If "No" please explain:	Not Applicable	Contact/Phone:	Michelle Robbins 775/804-7720
		Vendor No.:	T29040581
		NV Business ID:	NV19911058693

To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	**50.00 %**	**X**	Fees	**50.00 %**	**TAHOE MITIGATION**
	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 **07/03/2018**
   Anticipated BOE meeting date 08/2018

   Retroactive? **No**

   If "Yes", please explain

   Not Applicable

3. Termination Date: **06/30/2019**
   Contract term: **362 days**

4. Type of contract: **Contract**
   Contract description: **Title & Escrow Srvc.**

5. Purpose of contract:

   This is a new contract to provide title and escrow services to facilitate various State Lands' programs related to acquisition and disposal transactions and the Nevada Land Bank program, the Environmental Improvement program, and other land management activities.

6. NEW CONTRACT

   The maximum amount of the contract for the term of the contract is: **$10,000.00**

   Other basis for payment: Payment is based on current rate sheet and scope of work attached as Attachment BB, and is submitted as services as needed.

II. JUSTIFICATION

7. What conditions require that this work be done?

   NRS 321.001 gives the Division of State Lands the authority to acquire, hold and administer state lands, and NRS 321.5953 allows for the establishment and management of programs to preserve, enhance and restore lands in the Lake Tahoe Basin. As part of the above statutory authorities, lands or interest in lands are periodically acquired or disposed of by the Division of State Lands.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

   The Division of State Lands does not have the personnel available or qualified to perform these services. Title and escrow services must be completed by a licensed, professional title and escrow company.

9. Were quotes or proposals solicited? Yes
   Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Stewart Title Company
First Centennial Title
First American Title Company
Old Republic Title Company
Ticor Title Company

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was the sole bid received, and they are able to provide title and escrow services statewide.

d. Last bid date: 03/05/2018 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Lucy Wong, Land Agent II Ph: 775-684-2718

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bre00	06/22/2018 09:42:15 AM
Division Approval	bre00	06/22/2018 09:42:17 AM
Department Approval	kwilliam	06/22/2018 17:19:15 PM
Contract Manager Approval	bre00	06/25/2018 11:29:33 AM
Budget Analyst Approval	cpalme2	07/03/2018 12:28:34 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: **20080**

		Legal Entity Name:	PENNA POWERS INC
Agency Name:	**B&I - INSURANCE DIVISION**	Contractor Name:	**PENNA POWERS INC**
Agency Code:	**741**	Address:	**9880 WEST UNIVERSITY DRIVE**
Appropriation Unit:	**3813-18**		**SUITE B-6**
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89103**
If "No" please explain:	Not Applicable	Contact/Phone:	Patty Halabuk 702/901-7233
		Vendor No.:	T29027216
		NV Business ID:	NV20111035305

To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

	General Funds	0.00 %	Fees	0.00 %
X	Federal Funds	**100.00 %**	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP 3494

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/25/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2018**

Contract term: **97 days**

4. Type of contract: **Contract**

Contract description: **Integrated Marketing**

5. Purpose of contract:

This is a new contract to provide, develop and implement an integrated marketing communications plan which educates all Nevadans who purchase insurance on various topics, including the basic principles of the wide variety of insurance products, and general branding of the Nevada Division of Insurance.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$44,000.00**

Other basis for payment: Invoice monthly for work performed

II. JUSTIFICATION

7. What conditions require that this work be done?

The mission of the Nevada Division of Insurance is to protect the rights of Nevada consumers in their experiences with the insurance industry. Protection through education is a key component of the Division's strategy to protect the rights of Nevadans. For this reason, the Division wishes to develop and implement an integrated marketing communications plan which educates all Nevadans who purchase insurance.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Division employees do not have the skills or resources to create a educational marketing plan.

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):

Glass Box Group
Amplify Relations
The Abbi Agency

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #3494, 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: 10/25/2017 Anticipated re-bid date: 01/01/2019

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Motor Vehicles; Work is satisfactory

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Yeraldin Deavila, PIO Ph: 775-687-0772

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jhanse4	06/07/2018 14:57:08 PM
Division Approval	jhanse4	06/07/2018 14:57:11 PM
Department Approval	jhanse4	06/07/2018 14:57:14 PM
Contract Manager Approval	tbouas	06/07/2018 15:41:33 PM
Budget Analyst Approval	aurruty	06/25/2018 16:30:18 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: **20277**

		Legal Entity Name:	EIDE BAILLY LLP
Agency Name:	**DETR - REHABILITATION DIVISION**	Contractor Name:	**EIDE BAILLY LLP**
Agency Code:	**901**	Address:	**9139 Russell Rd**
Appropriation Unit:	**3253-10**		**Suite 200**
Is budget authority available?:	**Yes**	City/State/Zip	**LAS VEGAS, NV 89148-1250**
If "No" please explain:	Not Applicable	Contact/Phone:	Tamara Miramontes 702-726-6224
		Vendor No.:	T29026023A
		NV Business ID:	NV20001000409

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %		Fees	0.00 %	
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	**X**	Other funding	**100.00 %**	**Business Enterprise Set-Aside**

Agency Reference #: 3251-21-BEN

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/24/2018**

Anticipated BOE meeting date 09/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **04/30/2021**

Contract term: **2 years and 281 days**

4. Type of contract: **Contract**

Contract description: **2019 Eide Bailly**

5. Purpose of contract:

This is a new contract that continues ongoing independent vendor audits of Business Enterprises of Nevada facilities that generate annual gross revenues in excess of $150,000.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$48,730.00**

Other basis for payment: $3,170 Flat Fee per BEN Location (Gross Revenue $150,000 to $500,000); $3,620 Flat Fee per BEN Location (Gross Revenue greater than $500,000); Travel: $100.00/hr. actual travel time (If BEN requests Contractor travel to BEN location); total contract not to exceed $48,730.00.

II. JUSTIFICATION

7. What conditions require that this work be done?

As required by NAC 426.267, the Bureau will enter into a contract with an accounting firm to provide external audits biennially for each BEN facility with gross revenue of $150,000 or more.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NAC 426.267 1(b) states the Bureau will enter into a contract with an independent accounting firm to perform the audits.

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. Soliciation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Eide Bailly, LLP and its predecessor have been providing satisfactory service to Rehabilitation since 2007.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bmartin7	06/19/2018 09:16:42 AM
Division Approval	kdesoci1	07/06/2018 11:06:24 AM
Department Approval	kdesoci1	07/06/2018 11:06:27 AM
Contract Manager Approval	swilli31	07/06/2018 11:39:24 AM
Budget Analyst Approval	tgreenam	07/24/2018 08:24:59 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: **20403**

		Legal Entity Name:	Robison, Sharp, Sullivan & Brust, Ltd.
Agency Name:	**BDC LICENSING BOARDS & COMMISSIONS**	Contractor Name:	**Robison, Sharp, Sullivan & Brust, Ltd.**
Agency Code:	**BDC**	Address:	**71 Washington Street**
Appropriation Unit:	**B009 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**Reno, NV 89503**
If "No" please explain:	Not Applicable	Contact/Phone:	Mike Sullivan 775-329-3151
		Vendor No.:	
		NV Business ID:	NV19811008051

To what State Fiscal Year(s) will the contract be charged? **2019-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	**X**	Fees	**100.00 %**	**Licensing**
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 **07/10/2018**

Anticipated BOE meeting date 08/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2020**

Contract term: **1 year and 356 days**

4. Type of contract: **Contract**

Contract description: **Legal Services**

5. Purpose of contract:

This is a new contract to provide legal representation on as needed basis during litigation.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$49,560.00**

Payment for services will be made at the rate of $295.00 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

Board has had substantial legal needs last year and a case which was pending judicial review. Currently, all legal work done by Attorney General's Office, but Board would like to have outside counsel available as needed for larger cases.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Board has statutory authority to hire outside counsel, but does not have needs for a full-time employee which is why the Board is seeking contracted legal 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. Soliciation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The State Board of Medicine contracted with same entity for legal services.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkand1	06/26/2018 15:47:27 PM
Division Approval	jkand1	06/26/2018 15:47:33 PM
Department Approval	jkand1	06/26/2018 15:47:38 PM
Contract Manager Approval	jkand1	06/26/2018 15:47:44 PM
Budget Analyst Approval	lfree1	07/10/2018 10:09:10 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: **20280**

		Legal Entity Name:	Eduloka dba inLumon
Agency Name:	**BDC LICENSING BOARDS & COMMISSIONS**	Contractor Name:	**Eduloka dba inLumon**
Agency Code:	**BDC**	Address:	**5375 Kietzke Lane, Suite 150**
Appropriation Unit:	**B022 - All Categories**		
Is budget authority available?:	**Yes**	City/State/Zip	**RENO, NV 89511**
If "No" please explain:	Not Applicable	Contact/Phone:	Nick Aliberti 775-400-1351
		Vendor No.:	
		NV Business ID:	NV20101126878

To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	**X**	Fees	**100.00 %**	**Licensure**
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 **07/03/2018**

Anticipated BOE meeting date 07/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **362 days**

4. Type of contract: **Contract**

Contract description: **Software Contract**

5. Purpose of contract:

This is a new contract for licensing software and software maintenance services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **$44,460.00**

Payment for services will be made at the rate of $3,705.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS Chapter 453, Chapter 454, and Chapter 639 the Board is mandated to license and regulate pharmaceutical care in Nevada and currently has over 27,000 licensees.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State lacks the resources, expertise and staff to develop, configuration, maintain and host a browser-based licensing application.

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):

MicroPact Global, Inc (Versa)
Vision ASP
Technology Decaffeinated

b. Soliciation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Best proposal to meet Board requirements and history of success with other state agencies and licensing boards.

d. Last bid date: 04/02/2018 Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

November 2015 to Current- Nevada State Board of Nursing
May 2017 to April 2018 with ongoing support and maintenance- Nevada Department of Education
September 2016 to Current- Nevada State Board of Dispensing Opticians
June 2015 to October 2016 with ongoing technical support- Nevada State Board of Cosmetology
August 2014 to June 2015 with ongoing technical support- Nevada State Board of Massage Therapists

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

null, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	89509	06/14/2018 14:31:51 PM
Division Approval	89509	06/14/2018 14:31:56 PM
Department Approval	89509	06/14/2018 14:32:03 PM
Contract Manager Approval	89509	06/14/2018 15:03:28 PM
EITS Approval	lolso3	06/18/2018 13:26:57 PM
Budget Analyst Approval	lfree1	07/03/2018 16:15:23 PM

Brian Sandoval
Governor

Paul Nicks
Acting Director

Susan Brown
Acting 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 | Fax: (775) 684-0260

Date: August 1, 2018

To: Paul Nicks, Clerk of the Board

From: Heather Field, Executive Branch Budget Officer
Governor's Finance Office, Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

DEPARTMENT OF MOTOR VEHICLES

Agenda Item Write-up:

Pursuant to Article 5, Section 21 of the Nevada Constitution, the department requests settlement approval to fully resolve the termination of contract #17601 with Tech Mahindra for the System Modernization Project.

Additional Information:

The department entered into a contract with Tech Mahindra Limited on April 10, 2016. The original contract was to provide, design and implement a new system to replace the existing and aging client server application. This contract was terminated on March 23, 2018 resulting in a settlement of zero dollars.

Statutory Authority:

BOE approval required pursuant to Article 5, Section 21

REVIEWED: SB
ACTION ITEM: _____

Director's Office
MEMORANDUM
From
Terri Albertson
Director
Phone 775.684.4490
Fax 775.684.4692
talbertson@dmv.nv.gov

DMV
dmvnv.com
"Driving Nevada"

July 31, 2018

State of Nevada
Board of Examiners

RE: Request to Approve Settlement Agreement

The Department respectfully requests the following matter be placed on the August 14, 2018, agenda for consideration by the Board of Examiners.

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.

Department of Motor Vehicles - $0

The Department requests settlement approval in the amount of zero dollars ($0) to fully resolve the termination of the contract with Tech Mahindra (Contract #3158) for the system modernization project.